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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re:

**THE LITIGATION PRACTICE
GROUP, P.C.,**

Debtor.

Case Number 8:23-bk-10571-SC

Chapter 11

**UNITED STATES TRUSTEE'S
OPPOSITION TO: (1) MOTION FOR
ORDER APPROVING STIPULATION
BETWEEN THE DEBTOR;
CONSULER LEGAL GROUP, PC; LGS
HOLDCO, LLC; AND SET FORTH,
INC. F/K/A DEBTPAYPRO; AND (2)
MOTION FOR APPROVING
STIPULATION RE AVOIDANCE AND
RECOVERY OF AVOIDABLE
TRANSFERS TO DEFENDANT
PHOENIX LAW, PC AND TURNOVER
OF ALL RELATED PROPERTY TO
THE TRUSTEE AND ORDER OF
DISMISSAL WITHOUT PREJUDICE
OF DEFENDANTS WILLIAM
TAYLOR CARSS AND MARIA EYEA
TAN; DECLARATIONS OF MARILYN
SORENSEN AND QUEENIE NG IN
SUPPORT THEREOF**

DATE: July 11, 2023
TIME: 2:00 p.m.
CTRM: 5C
411 W. 4th Street
Santa Ana, CA 92701

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**TO THE HONORABLE SCOTT CLARKSON, UNITED STATES
BANKRUPTCY JUDGE, DEBTOR, DEBTOR’S COUNSEL, CHAPTER 11
TRUSTEE, AND ALL PARTIES IN INTEREST:¹**

The United States Trustee (hereinafter “U.S. Trustee”) files this opposition (“Opposition”) to the: (1) Motion for Order Approving Stipulation between the Debtor; Consumer Legal Group, PC; LGS Holdco, LLC; and Set Forth Inc. F/K/A DebtPayPro (the “CLG Rule 9019 Motion”); (2) Motion (the “Phoenix Rule 9019 Motion”) for Order Approving Stipulation re Avoidance and Recovery of Avoidable Transfers to Defendant Phoenix Law, PC (“Phoenix”) and Turnover of All Related Property to the Trustee and Order of Dismissal Without Prejudice of Defendants William Taylor Carss (“Carss”) and Maria Eeya Tan (“Tan”), as set forth below.

I. INTRODUCTION

Through the CLG Rule 9019 Motion, the Chapter 11 Trustee (“Trustee”) seeks to acknowledge the validity of certain pre-petition transfers of LPG Fee Shared Clients (as defined in the CLG Rule 9019 Motion) to Consumer Legal Group, PC (“CLG”) in exchange for, among other items, 40% of all receivables generated from the LPG Fee Shared Clients payable to the Estate. The Phoenix Rule 9019 Motion seeks to avoid and recover the LPG’s client files fraudulently transferred to Phoenix pre-petition.

¹ Since the Trustee filed the instant CLG and Phoenix Rule 9019 Motions (as defined herein in this Opposition), the Trustee has filed a Motion (the “Sale Motion”) for an Order: (A) Approving Sale, Subject to Overbid, of Assets Free and Clear of all Liens, Claims, Encumbrances and Interests Pursuant to 11 U.S.C. § 363(b) and (B) Approving Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and Other Agreements on July 7, 2023 [Bankr. Dkt. 191]. The Sale Motion is currently set for hearing before this Court on July 21, 2023. The U.S. Trustee intends to oppose the Sale Motion and submits that the CLG and Phoenix Rule 9019 Motions should be heard at the same time as the Sale Motion.

On July 7, 2023, the Trustee also filed a Motion (the “Management Motion”) to Approve Management Agreement with Resolution Processing [Bankr. Dkt. # 188]. The Management Motion is set for hearing on August 10, 2023.

1 The U.S. Trustee objects to the CLG and Phoenix Rule 9019 Motions (the “CLG Rule
2 9019 Motion and Phoenix Rule 9019 Motion will be collectively referred to as the
3 “Motions”) for the following reasons:

- 4 (1) The Trustee failed to provide adequate notice of the Motions pursuant to Federal
5 Rule of Bankruptcy Procedure (“FRBP”) 2002, and the Trustee provided no valid
6 reason necessitating a hearing on shortened notice. The Trustee also failed to
7 provide adequate notice of the Motions to all consumers affected by the Motions.
- 8 (2) The CLG Rule 9019 Motion should be denied under FRBP 9019 based on the
9 Trustee’s failure to meet his burden of proof and offer any evidence proving the
10 critical elements necessary for approval.
- 11 (3) The CLG Rule 9019 Motion is essentially a de facto sale of the Debtor’s assets to
12 CLG pursuant to 11 U.S.C. § 363 and the Trustee failed to meet his burden of
13 proof and provided no sound business purpose for the sale;
- 14 (4) LPG’s Legal Service Agreements are void and unenforceable and cannot be
15 transferred or sold to CLG;
- 16 (5) LPG or any purchaser may not be entitled to the ACH Funds under applicable
17 law. Assuming the ACH funds belong to the consumers pursuant to the
18 Telemarketing Sales Rules, they cannot be transferred to the Trustee/Estate
19 through a settlement process.
- 20 (6) If the Court nonetheless approves the CLG Rule 9019 Motion, the Court should
21 appoint a consumer privacy ombudsman pursuant to 11 U.S.C. § 363(b)(1) to
22 ensure consumer protections.

23 Accordingly, the Motions should be denied. In the alternative, the Court should require
24 the Trustee to set the Motions on regular notice pursuant to FRBP 2002.

II. STATEMENT OF FACTS²

A. Bankruptcy Case

1. On March 20, 2023, The Litigation Practice Group P.C. (the “Debtor” or “LPG”) filed a voluntary Chapter 11 petition in the United States Bankruptcy Court for the Central District of California [Bankr. Dkt #1].

2. On March 30, 2023, the U.S. Trustee filed a Motion (the § 1112(b) Motion”) to Dismiss or Convert the Debtor’s Case pursuant to 11 U.S.C. § 1112(b) [Bank. Dkt. # 21].

3. On May 4, 2023, the Court granted the § 1112(b) Motion and entered an Order Directing U.S. Trustee to Appoint a Chapter 11 Trustee [Bankr. Dkt. # 58].

4. On May 8, 2023, the Court entered an Order Approving the U.S. Trustee’s Application for the Appointment of a Chapter 11 Trustee. Richard Marshack was appointed as the Chapter 11 Trustee (“Trustee”) in this case [Bankr. Dkt. # 65].

5. On July 6, 2023, the Trustee filed (1) a Motion for Order Approving Stipulation with Phoenix Law, PC (“Phoenix 9019 Motion”) [Bankr. Dkt. #176] and (2) a Motion for Order Approving Stipulation with Consumer Legal Group, PC et. al. (“CLG 9019 Motion”) [Bankr. Dkt. #178]. The Trustee has requested that both 9019 Motions be set on shortened notice, with a proposed hearing date of July 11, 2023 [Bankr. Dkt. #177 & 179].

6. In the CLG Rule 9019 Motion, the Trustee and CLG agree, among other items, to the following terms:

- a. The Trustee agrees to acknowledge the validity of certain transfers of the LPG Fee Shared Clients (as defined in the CLG Rule 9019 Motion)

² The relevant facts with respect to the CLG Rule 9019 Motion are set forth below, but the U.S. Trustee incorporates and references hereto the full factual description in his Motion to Convert the Debtor’s case pursuant to 11 U.S.C. § 1112(b), to be filed shortly.

to CLG pursuant to the fee sharing provisions in the Stipulation
(attached to the motion).

- b. CLG agrees to deposit 40% of all receivables generated from the LPG Fee Shared Clients into a separate bank account for the benefit of the Estate and provide reporting on the same pursuant to the Stipulation for purposes of an accounting. Once the parties agree on the accounting, CLG has agreed to remit 40% generated by the LPG Fee Shared Clients to the Estate.

[Bankr. Dkt. # 178].

7. In the Phoenix Rule 9019 Motion, the Trustee and Phoenix agree to the entry of a judgment finding that the Debtor's pre-petition transfers of approximately 40,000 customer files (the "Phoenix Files") to Phoenix is avoidable as a preferential or fraudulent conveyance and the Phoenix Files can be recovered by the Debtor pursuant to 11 U.S.C. §§ 547, 548 and 550. In exchange, the Trustee agrees to the dismissal without prejudice of defendants Carss and Tan [Bankr. Dkt. # 176].

B. Adversary Proceeding

8. On May 25, 2023, the Trustee initiated an adversary proceeding, *Marshack v. Diab et al.* (Adv. No. 8:23-ap-1046-SC), against LPG's alter egos, fraudulent transferees, and other related parties [Adv. Dkt. #1] (hereinafter "Complaint").

9. On May 26, 2023, the Court entered the *Amended Order on Trustee, Richard Marshack's Omnibus Emergency Motion for: (1) Turnover of Estate Property and Recorded Information Pursuant to 11 U.S.C. § 542; (2) Preliminary Injunction; (3) Lock-Out; (4) Re-Direction of United States Parcel Services Mail; (5) Order to Show Cause re Compliance with Court Order; (6) Other Relief as Necessary to Efficient Administration of This Matter* [Adv. Dkt. # 21] (the "TRO"), authorizing turnover of estate property and recorded information, lock-out, and an order to show cause regarding compliance with court order, among other relief [Adv. Dkt. #21].

1 10. On June 12, 2023, the Court held a hearing regarding a preliminary injunction.
2 The Court granted a preliminary injunction, thereby extending the TRO with certain
3 modifications [Adv. Dkt. #50].

4 11. On June 15, 2023, the Trustee filed an amended complaint to add additional
5 defendants [Adv. Dkt. #46].

6 **III. ARGUMENT**

7 **A. The Trustee Failed to Provide Adequate Notice of the CLG 9019 Motion** 8 **and Phoenix Rule 9019 Motion.**

9 FBRP 2002 provides for notices to creditors, stating in pertinent part:

10 (a) Twenty-One Day Notices to Parties in Interest. Except as
11 provided in subdivisions (h), (i), (l), (p), and (q) of this rule, the
12 clerk, or some other persons as the court may direct, shall give
13 the debtor, the trustee, all creditors and indenture trustees at least
14 21 days' notice by mail of:

15 . . .

16 (2) a proposed use, sale, or lease of property of the estate other
17 than in the ordinary course of business, unless the court for cause
18 shown shortens the time or directs another method of giving
19 notice;

20 (3) the hearing on approval of a compromise or settlement of a
21 controversy other than approval of an agreement pursuant to Rule
22 4001(d), unless the court for cause shown directs that notice not
23 be sent

24 Fed. R. Bankr. Proc. 2002(a)(2)-(3).

25 The Trustee filed the Motions on July 6, 2023 [Bankr. Dkt. # 176 and # 178], along
26 with the Applications (the "Applications") for Order Setting Hearing on Shortened Notice
27 [Bankr. Dkt. # #177 and 179]. In the Applications, the Trustee requests the Court to set a
28 hearing on the Motions on July 11, 2023, or as soon thereafter as is convenient to the Court
[Bankr. Dkt. # 177 and # 179]. The Trustee provided no valid basis necessitating a hearing
on shortened time other than the fact that he intends to seek Court approval to sell certain
assets of the Debtor shortly. In fact, the U.S. Trustee notes that the Stipulation (the "CLG

1 Stipulation”) re Partial Settlement of Claims and Modification of Order on Trustee’s
2 Emergency Motion as to CLG and LGS Holdco, LLC (attached as Exhibit “1” to the CLG
3 Rule 9019 Motion) was signed by CLG and the Trustee on June 29, 2023 and June 30,
4 2023, respectively [Bankr. Dkt. # 178-1]. Similarly, the Stipulation (the “Phoenix
5 Stipulation”) for Judgment: (1) Avoiding, Recovering and Preserving Transfers to
6 Defendant, Phoenix Law Group; (2) Turning Over of All Transferred Property to Trustee;
7 and (3) Dismissing Without Prejudice Defendants Carss and Tan (attached as Exhibit “1”
8 to the Phoenix Rue 9019 Motion) was signed by the Trustee, Phoenix, Carss and Tan on
9 June 27, 2023 [Bankr. Dkt. # 176-1].

10 The Trustee, however, waited until July 7, 2023 to file the Motions requesting the
11 matter be heard on shortened notice. This is not appropriate and the Trustee cannot create
12 his own emergencies and then request the Court to shorten time, while not giving any of the
13 consumers any notice whatsoever of the Motions or even this bankruptcy case. Further,
14 although the Trustee filed his Status Report on July 5, 2023 [Bankr. Dkt. # 172], he failed
15 to mention the CLG and Phoenix Stipulations, which had at that point already been signed.

16 As reflected in the Proof of Service attached to the Motions and Applications, no
17 notice has been given to any of the consumers even though the Applications state that the
18 “consumer clients . . . and all creditors including consumer creditors” are affected by the
19 relief requested in the Motions [Bankr. Dkt. # 176 to # 179].

20 Similarly, on July 10, 2023, the Official Committee of Unsecured Creditors (the
21 “Committee”) filed a Conditional Opposition (the “Committee Opposition”) to Application
22 for Order Setting Hearing on Shortened Notice Regarding Sale Motion [Bankr. Dkt. # 198],
23 stating:

24 While the Committee has expressed its concerns to the Trustee,
25 and asked to participate in the formulation of any purchase
26 agreement in real time, the Trustee has effectively shut-out the
27 Committee from the same sale process he claims will protect its
28 constituents’ interest. The Committee has repeatedly provided
written and verbal comments, redlines, and a slew of requests to

1 participate in the negotiations directly. None have resulted in
2 meaningful participation or modification of the [Asset Purchase
3 Agreement]. The Trustee seeks a hearing on an expediated basis
4 as a result of “the realities of this case and time constraints” but
5 has eschewed the Committee’s near daily efforts to substantively
address the serious concerns raised by the [Asset Purchase
Agreement] and proposed sale process.

6 Committee Opposition (filed 7/10/2023), at p. 2:12-19 [Bankr. Dkt. # 198].

7 Throughout this case, all parties have acknowledged, and the Court has emphasized,
8 that protecting the consumers is the primary concern in this case. Yet, none of these
9 consumers received notice of the Motions. Based on the Committee Opposition, the
10 Trustee is not even accepting input from the Committee to ensure that the consumers are
11 protected. The Motions appear to have been served only on the parties listed on NEF only.
12 Therefore, the Trustee failed to provide adequate and reasonable notice to all parties in
13 interest, including the consumers whose interest are directly affected by the Motions.³

14 **B. The CLG Rule 9019 Motion Should be Denied under FRBP 9019 Based**
15 **on the Trustee’s Failure to Offer any Evidence Proving the Critical**
16 **Elements Necessary for Approval.**

17 The U.S. Trustee further opposes the CLG Rule 9019 Motion based on the Trustee’s
18 failure to carry his burden of proof on each of the four elements required for FRBP 9019
19 approval. While “[t]he bankruptcy court has great latitude in approving compromise
20 agreements,” *Woodson v. Fireman’s Funds Ins. Co. (In re Woodson)*, 839 F.2d 610, 620
21 (9th Cir. 1988), the Ninth Circuit has directed:

22 It is clear that there must be more than a mere good faith
23 negotiation of a settlement by the trustee in order for the
24 bankruptcy court to affirm a compromise agreement. The court
must also find that the compromise is fair and equitable.

25
26 ³ During the hearing held on the Application for Order Shortening Time on the
27 Trustee’s Sale Motion held on July 10, 2023, based on the U.S. Trustee’s request, the
28 Trustee agreed to provide electronic notice of the Sale Motion to all consumers. At a
minimum, the Trustee should provide electronic notice of the Motions to all consumers.

1 In determining the fairness, reasonableness and adequacy of a
2 proposed settlement agreement, the court must consider:

3 (a) The probability of success in litigation; (b) the
4 difficulties, if any, to be encountered in the matter of
5 collection; (c) the complexity of the litigation involved,
6 and the expense, inconvenience and delay necessarily
7 attending it; (d) the paramount interest of the creditors
8 and a proper deference to their reasonable views in the
9 premises.

10 *In re A&C Props.*, 784 F.2d 1377, 1381 (9th Cir. 1986). “Each factor need not be treated in
11 a vacuum; rather, the factors should be considered as a whole to determine whether the
12 settlement compares favorably with the expected rewards of litigation.” *Grief & Co. v*
13 *Shapiro (In re W. Funding Inc.)*, 550 B.R. 841, 851 (9th Cir. 2016), *aff’d*, 705 F. App’x 600
14 (9th Cir. 2017). “The trustee, as the party proposing the compromise, has the burden of
15 persuading the bankruptcy court that the compromise is fair and equitable and should be
16 approved.” *A&C Props.*, 784 F.2d at 1381.

17 In deciding whether to approve a proposed settlement, the bankruptcy court must
18 make an informed decision. *See In re Churchfield*, 277 B.R. 769, 773 (Bankr. E.D. Cal.
19 2002). The trustee’s business judgment is not alone determinative of the issue of court
20 approval; the “court is not permitted to act as a mere rubber stamp” but must make an
21 independent determination that the compromise is fair and equitable. *See In re Rake*, 363
22 B.R. 146, 152 (Bankr. D. Idaho 2007); *see also Matter of Foster Mortgage Corp.*, 68 F.3d
23 914, 918 (5th Cir. 1995); *Reynolds v. Commissioner of Internal Revenue*, 861 F.2d 469, 473
24 (6th Cir. 1988); *In re Adelphia Commc’ns. Corp.*, 327 B.R. 143, 158-59 (Bankr. S.D.N.Y.
25 2005).

26 The proponent of the settlement must persuade the court that the settlement is in the
27 best interests of the estate. *See Goodwin v. Mickey Thompson Entertainment Corp. (In re*
28 *Mickey Thompson Entertainment Group, Inc.)*, 292 B.R. 415, 420-21 (9th Cir. BAP 2003).
The trustee must demonstrate more than a “mere good faith negotiation of the settlement”

1 because the court must independently make a finding that the compromise is reasonable,
2 fair and equitable. *See In re Casimiro*, 2007 WL 1577947 at * 4 (Bankr. E.D. Cal. 2007)
3 (citing *A&C Props.*, 784 F.2d at 1381); *see also Mickey Thompson*, 292 B.R. at 420-21.
4
5 The trustee must show that he made an “informed judgment after diligent investigation.”
6 *Kowal v. Malkemus (In re Thompson)*, 965 F.2d 1136, 1145 (1st Cir. 1992). One court has
7 observed:

8
9 At times, trustee’s Rule 9019 motions seem to do little more than
10 recite the trustee’s belief that the proposed settlement is fair and
11 offer a general statement that the several *A&C Properties* factors
12 are met. Trustees must do more than parrot the standards or
13 announce that they are satisfied. Their burden is to ‘persuad[e]
14 the bankruptcy court that the compromise is fair and equitable
15 and should be approved.’ *A&C Properties* at 1381. Thus, they
16 must present a cogent and detailed factual explanation, discussing
17 how the facts apply to the specific litigation and proposed
18 settlement. *Id.* at 1383 (requiring a ‘sufficient factual foundation’
that a compromise or settlement is fair and equitable). To tolerate
less would make the Court into a rubber stamp, allowing the
trustee’s evaluation to be determinative. The cases, of course,
call upon the Court to make the ultimate judgment.

19 *In re Olson*, 2006 WL 2433448 at *2 n.8 (Bankr. D. Idaho 2006); *see also In re Marples*,
20 266 B.R. 202, 206 (Bankr. D. Idaho 2001).

21
22 Here, each *A&C Properties* factor supports denying the CLG Rule 9019 Motion:

23 **1. The Probability of Success in the Litigation**

24 The Trustee has failed to carry his burden of proof on the first element of the *A&C*
25 *Properties* test concerning probability of success in the litigation. The Trustee has failed to
26 carry his burden because he offers no argument or evidence on the probability of success
27 and value of the estate’s claims against CLG.
28

1 The Trustee merely states: “It is my business judgment, I do not believe I could
2 obtain a superior outcome in the Adversary Proceeding with respect to the LPG Fee Shared
3 Clients than those provided in the [CLG] Stipulation. The Stipulation will provide income
4 to the Debtor, and additional information regarding avoidance actions, and legal services to
5 the clients included in the LPG Fee Shared Clients. The Stipulation will also provide
6 certain releases to limit further litigation and disputes.” Declaration of Richard Marshack
7 (the “Marshack Declaration”) in support of the CLG Rule 9019 Motion, at p. 15: 1-5.

8 Other than his self-servicing statement, the Trustee provided no legal analysis as to
9 the probability of success in the litigation. Without any argument or evidence concerning
10 the probability of success of litigating the estate’s claims, the CLG Rule 9019 Motion
11 suffers a fatal failure of proof and cannot be approved.

12 **2. The Difficulty of Collection**

13 The Trustee merely states that the payment structure under the CLG Stipulation
14 provides the Trustee “with all the benefits of CLG servicing the LPG Fee Shared Clients
15 without the expense and delay of obtaining a judgment to recover any fees owed for those
16 matters and then collecting whatever amount was owed.” CLG Rule 9019 Motion (filed
17 7/6/2023), at p. 10:24-28. The Trustee provided no evidence of any difficulty of collection
18 if the Trustee prevailed in the adversary proceeding.

19 **3. Complexity of Litigation, Expense, Inconvenience and Delay**

20 The Trustee has failed to carry his burden of proof on the third element of the *A&C*
21 *Properties* test concerning complexity of litigation, expense, inconvenience, and delay and
22 instead, offers only mere allegations in the CLG Rule 9019 Motion. Although the Trustee
23 submitted the Marshack Declaration in support of the CLG Rule 9019 Motion, it also fails
24 to provide any evidence regarding the complexity, expense, inconvenience, and delay in
25 prosecuting the Estate’s claims in the Complaint.

26 //

27 //

4. **Paramount Interest of Creditors and Proper Deference to their Reasonable Views Support Denial of the CLG Rule 9019 Motion for Failure of Proof**

In evaluating the best interest of the creditors, “[i]t is well settled that the bankruptcy court and the trustee should carefully consider the wishes of a majority of the creditors, but that those wishes are not binding.” *Davis v. Jackson (In re Transcon. Energy Corp.)*, 764 F.2d 1296, 1299 (9th Cir. 1985); *see also In re Qmect, Inc.*, 359 B.R. 270, 273 (Bankr. N.D. Cal. 2007) (“Of greater weight is the unanimous opposition to the settlement by creditors at various levels of priority, above all Fitzpatrick, who would receive some payment if the compromise is approved. The Court is unable to find that it would be in the best interests of the estate to approve a compromise under these circumstances.”).

Here, as evidenced by the declarations submitted by Carolyn Beech and Diane Scarnavack filed in support of their Objections (the “Beech Objection”) to the CLG Rule 9019 Motion (filed July 7, 2023) [Bank. Dkt. # 185], some consumers do not support the CLG Rule 9019 Motion [Bankr. Dkt. # 185]. The U.S. Trustee has reviewed the declarations in support of Beech Objection to the CLG Rule 9019 Motion (filed July 7, 2023) [Bank. Dkt. # 185]. The declarations establish that some consumers did not receive valuable benefit from LPG’s services. For instance, the Declaration of Rachel Harris states:

- I therefore believe LPG charged me and withdrew money from my account for services it agreed to perform, before such services were fully performed.
- LPG continued to debit my account each month, but my credit score did not improve.
- LPG damaged my credit by instructing me to cease making payments on my outstanding loans and they have taken no action to resolve my outstanding credit card debt.
- I do not believe LPG did anything to settle my debts or improve my credit score.

1 *See* Declaration of Rachel Harris (attached to Appendix B to the Beech Objection) [Bankr.
2 Dkt. # 185]. Similarly, the Declaration of Miguel Zuaznabar states: “I do not believe LPG
3 did anything to settle my debts or improve my credit score. I was led to believe LPG
4 intended to assist me in resolving my debt when, in reality, they only sought to profit from
5 my situation. After signing up with LPG, my credit score got worse, I got sued, and they
6 pocketed \$16,870.53.” *See* Declaration of Miguel Zuaznabar (attached to Appendix B to
7 the Beech Objection) [Bankr. Dkt. # 185].

8 The Declaration of Jennifer Anderson provides, in pertinent part:

- 9 • I did not receive a written statement informing me of my rights under the Fair
10 Credit Reporting Act and the Credit Repair Organization Act.
- 11 • I did not receive a separate notice of my cancellation rights.
- 12 • On multiple occasions, LPG took duplicate payments and debited my account
13 two to three weeks early. This made it very difficult for me to pay my bills on
14 time.
- 15 • LPG continued to debt my account each month, but my credit score did not
16 improve, and my debts were not resolved.
- 17 • I do not believe LPG did anything to settle my debts or improve my credit
18 score.

19 *See* Declaration of Jennifer Anderson (attached to Appendix B to the Beech Objection)
20 [Bankr. Dkt. # 185]. The Declaration of Diane Scarnavack states, in pertinent part:

- 21 • I paid LPG approximately \$3,500 for services I was promised, but never
22 received.
- 23 • I do not believe LPG did anything to settle my debts or improve my credit
24 score.

25 *See* Declaration of Diane Scarnavack (attached to Appendix B to the Beech Objection)
26
27
28

1 [Bankr. Dkt. # 185]. The Declaration of Chole Mae Gorberg similarly states: “I do not
2 believe LPG did anything to settle my debts or improve my credit score. In fact, after
3 retaining LPG, my credit score plummeted.” *See* Declaration of Chole Mae Gorberg
4 (attached to Appendix B to the Beech Objection) [Bankr. Dkt. # 185].
5

6 Further, most, if not all, consumers cannot possibly determine whether the settlement
7 is in the best interests of the creditors because: (1) the consumers did not receive notice of
8 this CLG Rule 9019 Motion; and (2) the CLG Rule 9019 Motion does not provide any
9 analysis of the estate’s financial condition. The Trustee did not provide any evidence of the
10 value of the LGP Fee Shared Clients, or the estimated income to be realized from this
11 compromise. Further, it is also unclear who is going to be paid from the funds generated in
12 connection with this compromise.

13 In any event, the Trustee is now seeking relief through the CLG Rule 9019 Motion
14 not specifically sought in the Complaint. Specifically, the Trustee seeks to enter into a
15 compromise with CLG in exchange for 40% of all receivables generated from the LPG Fee
16 Shared Clients payable to the Estate. Nonetheless, as discussed below (pages 28-30), the
17 funds belong to the consumers and cannot and should not be transferred to the Trustee
18 illegally through this settlement.

19 The Trustee must show that he made an “informed judgment after diligent
20 investigation” to determine that the compromise is fair and equitable and in the best
21 interests of estate. *See Thompson*, 965 F.2d at 1145; *see also Casimiro*, 2007 WL
22 1577947 at * 4 (Bankr. E.D. Cal. 2007) (citing *A&C Props.*, 784 F.2d at 1381); *Mickey*
23 *Thompson*, 292 B.R. at 420-21. It is not in the best interest of this Estate to perpetrate a
24 fraud by obtaining illegal funds from the consumers.

25 Based on the foregoing, the Trustee has failed to carry his burden of proof of all
26 elements of the *A&C Properties* test and the CLG Rule 9019 Motion should be denied in
27 its entirety.
28

C. The CLG Rule 9019 Motion is Essentially a De Facto Sale of the Debtor's Assets to CLG pursuant to 11 U.S.C. § 363 and the Trustee Provided No Sound Business Purpose for the Sale.

Section 363(b)(1) provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate” 11 U.S.C. § 363. Proposed sales are reviewed to determine whether they are within the best interest of the estate resulting from a fair and reasonable price, are supported by a valid business judgment and proposed in good faith. *See In re 240 N. Brand Partners, Ltd.*, 200 B.R. 653, 659 (9th Cir. BAP 1996) (*citing In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991)); *see also In re Slates*, 2012 WL 5359489, at *11 (9th Cir. BAP Oct. 31, 2012).

In determining whether a sale satisfies the business judgment standard, courts have required the following: (1) accurate and reasonable notice of the sale has been given to interested persons; (2) a sound business purposes exists; (3) the sale yields an adequate price (i.e. one that is fair and reasonable); and (4) the parties to the sale have acted in good faith. *In re Titusville Country Club*, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991); *see also In re Walter*, 83 B.R. 14, 19-20 (9th Cir. BAP. 1988); *In re Slates*, 2012 WL 5359489, at *11; *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1069 (2nd Cir. 1983).

Here, as stated above, the Trustee seeks to acknowledge the validity of certain pre-petition transfers of LPG Fee Shared Clients (as defined in the CLG Rule 9019 Motion) to Consumer Legal Group, PC (“CLG”) in exchange for 40% of all receivables generated from the LPG Fee Shared Clients payable to the Estate. This is essentially a de facto sale under Section 363 of the Debtor’s assets (client files fraudulently transferred pre-petition to CLG) in exchange for a fee (40% of receivables generated from the LPG Fee Shared Clients). In any event, the Trustee has failed to provide sufficient evidence to meet his

1 burden of proof under FRBP 9019 and section 363 to support this sale or transfer, and,
2 therefore, the CLG Rule 9019 Motion must be denied.

3
4 **1. The Trustee Provided No Sound Business Purpose for the De Facto
Sale as set forth in the CLG Rule 9019 Motion.**

5 The decision to sell property out of the ordinary course of a debtor's business must
6 be based on reasonable business judgment. *See In re Continental Air Lines, Inc.*, 780 F.2d
7 1223, 1226 (5th Cir. 1986); *In re Lionel Corp.*, 722 F.2d at 1070. In determining whether
8 the business purpose is justified under 11 U.S.C. § 363(b)(1), bankruptcy courts apply a
9 flexible, case-by-case approach. *See Walter*, 83 B.R. at 19 (“the bankruptcy judge should
10 consider all salient factors pertaining to the proceeding and, accordingly, act to further the
11 diverse interests of the debtor, creditors and equity holders, alike.”) (*quoting Continental*
12 *Air*, 780 F.2d at 1226). Based on the following reasons, the Trustee has failed to meet his
13 burden in showing that there is a sound business reason for the sale.

14 ***i. Inadequate and Unreasonable Notice***

15
16 As stated above, the Trustee has failed to provide adequate notice of the CLG Rule
17 9019 Motion. Specifically, no notice has been given to any of the consumers even though
18 the “consumer clients . . . and all creditors including consumer creditors” are affected by
19 the relief requested in the Motions [Bankr. Dkt. # 178 and # 179].

20
21 ***ii. LPG's Legal Service Agreements are Void and***
22 ***Unenforceable and Cannot be Transferred or Sold to***
23 ***CLG***

24 **Credit Repair Organizations Act**

25 LPG is likely in violation of the Credit Repair Organizations Act, 15 U.S.C. § 1679,
26 et. seq. (“CROA”). LPG falls within the definition of a credit repair organization (“CRO”)
27 as it “*represent[s]* that it can or will sell, provide, or perform a service for the purpose of
28 providing advice or assistance to a consumer with regard to improving a consumer's credit

report, credit history, or credit rating.” *Stout v. FreeScore, LLC*, 743 F.3d 680, 685 (9th Cir. 2014); *see also* 15 U.S.C. § 1679a(3)(A)(i-ii); *Rannis v. Recchia*, 380 Fed.Appx. 646 (9th Cir. 2010) (holding that an attorney qualified as a “credit repair organization” under CROA by using interstate commerce and mail in providing credit resolution services for the purpose of improving clients credit reports, in exchange for valuable consideration).

In its Legal Services Agreement, LPG claims that it will assist in removing erroneous or inaccurate information appearing on the consumer’s credit reports by contesting debt appearing therein.⁴ Additionally, attached to Proof of Claim # 82 is a document titled “Smarter Path to Debt Relief Services,” which states that LPG can provide useful services if the consumer answered the following questions in the affirmative: (1) “Has your credit score already been negatively impacted?”, and (2) “My credit report was damaged and needs to be worked on by a knowledgeable lawyer.”⁵ Based on the foregoing, it is reasonable that a consumer reading these materials would believe that LPG promised to assist in improving their credit record, history, or rating.

Thus, as a CRO, LPG was required to comply with the CROA. Yet, its Legal Service Agreement violates 15 U.S.C. § 1679b(b) because it provides for LPG to charge and receive money for removing debts from consumer’s credit reports before such services were fully performed. As such, the fee structure contained in the Legal Service Agreement is inherently illegal. Additionally, the Legal Service Agreement does not contain the written disclosures informing consumers of their rights under the Fair Credit Reporting Act

⁴ *See* Declaration of Marilyn Sorenson in support of the Opposition (the “Sorenson Declaration”), at ¶ 2; *see e.g.* LPG’s Legal Services Agreements attached to Proof of Claims filed this case. True and accurate copies of Proof of Claims # 31, #40, #50, #51 and #53 are attached as Exhibits “A” to “E” to the Sorensen Declaration and are incorporated herein by this reference as if set forth in full.

⁵ *See* Sorenson Declaration, at ¶ 3. A true and accurate copy of the Proof of Claim #82 filed in this case is attached as Exhibit “F” to the Sorenson Declaration and is incorporated herein by this reference as if set forth in full.

1 and the CROA, in violation of 15 U.S.C. §§ 1679c(a)-(b). The statement in the Legal
2 Service Agreement regarding cancellation rights is also deficient from that required by the
3 CROA, and it is not bold and conspicuous, in violation of 15 U.S.C. § 1679e.⁶

4 The CROA dictates that any contract found not to be comply with the CROA “shall
5 be treated as void” and “may not be enforced by any Federal or State court or any other
6 person.” 15 U.S.C § 1679f(c). LPG’s Legal Service Agreement clearly violates the CROA
7 and is thereby void⁷ and cannot be assumed, assigned, sold, or transferred to CLG.

8 **The Telemarketing Sales Rule**

9 Federal law provides explicit safeguards for consumers using a debt reorganization
10 business under the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15
11 U.S.C. § 6101 et seq., and its implementing rule, the Telemarketing Sales Rule (“TSR”), 16
12 C.F.R. §§ 310.3 and 310.4, and/or the Consumer Financial Protection Act (“CFPA”), 12
13 U.S.C. §§ 5531 and 5536.

14 Under the TSR, companies can only charge fees for telemarketed credit repair
15 services after providing consumers with documentation reflecting that the promised results

16
17 ⁶ Pursuant to 15 U.S.C. § 1679e, each contract shall be accompanied by a form titled
18 “Notice of Cancellation” that contains in bold face type the statement: “You may cancel
19 this contract, without any penalty or obligation, at any time before midnight of the 3rd day
20 which begins after the date the contract is signed by you. To cancel this contract, mail or
21 deliver a signed, dated copy of this cancellations notice, or any other written notice to
22 [name of credit repair organization] at [address of credit repair organization] before
23 midnight on [date].” LPG’s Legal Service Agreement did not include a separate “Notice of
24 Cancellation” form and instead included a one-line sentence buried at the very end of the
25 contract under Client Acknowledgments. *See e.g.* Proof of Claim #82 (Exhibit “F”).

26
27 ⁷ As explained by the California Supreme Court, a “void contract is without legal
28 effect. (Rest.2d Contracts, § 7, com. a.) It binds no one and is a mere nullity. Such a
contract has no existence whatever. It has no legal entity for any purpose and neither
action nor inaction of a party to it can validate it” *Yvanova v. New Century Mortg.*
Corp., 62 Cal. 4th 919, 929, 365 P.3d 845, 852 (2016) (citation omitted). Without any
legal effect or existence, the Trustee cannot enforce or sell the consumer contracts.

1 have been achieved. That documentation cannot be provided to consumers until more than
2 six months after the results were achieved. 16 C.F.R. § 310.4(a)(2). The Legal Services
3 Agreement entered into between LPG and each consumer provides for monthly fees paid to
4 and collected by LPG prior to any services being provided to the consumer. *See e.g.*
5 Declarations submitted in support of the Beech Objection [Bank. Dkt. # 185]. The LPG's
6 Services Agreement states that the fees are earned upon receipt.⁸

7 **Unconscionable Consumer Contracts**

8 Further, all of LPG's legal services agreements satisfy the criteria for being
9 unconscionable and, thus, unenforceable. If the Court as a matter of law finds the contract
10 to have been unconscionable at the time it was made, the Court may refuse to enforce the
11 contract. *See* Cal. Civ. Code § 1670.5. Under California law, the unconscionability of a
12 contract is analyzed under the elements of procedural and substantive unconscionability.
13 *See Balboa Capital Corp. v. Shaya Medical P.C., Inc.*, 623 F.Supp.3d 1059, 1067 (C.D.
14 Cal. 2022) (*citing Armendariz v. Found. Health Psychare Servs., Inc.*, 24 Cal. 4th 83
15 (2000)).

16 Procedural unconscionability “focus[es] on ‘oppression’ or ‘surprise’ in how the
17 contract was formed, while substantive unconscionability entails ‘overly-harsh’ or ‘one-
18 sided’ results based on the terms of the agreement.” *Id.* Although both the procedural and
19 substantive elements are necessary, they need not be present in the same degree, and a
20 “sliding scale” is used to evaluate unconscionability. *Id.* Evaluating unconscionability is
21 highly dependent on context. *Sanchez v. Valencia Holding Co., LLC*, 61 Cal.4th 899, 911
22 (2015). The doctrine often requires inquiry into the “commercial setting, purpose, and
23 effect” of the contract. *Id.*; *see also* Cal. Civ. Code. § 1670.5(b). The “ultimate issue in
24 every case is whether the terms of the contract are sufficiently unfair, in view of all relevant
25 circumstances, that a court should withhold enforcement.” *Id.* at 912.

26
27 ⁸ *See e.g.* Proof of Claims # 31, #40, #50, #51, and #53, attached as Exhibits “A” to
28 “E” to Ng Declaration.

1 The doctrine of unconscionability also reaches contract terms relating to the price of
2 services exchanged. *De La Torre v. CashCall, Inc.*, 5 Cal 5th 966, 975-76 (2018); *see also*
3 *Sonic-Calabasas A, Inc. v. Moreno*, 57 Cal.4th 1109, 1145 (2013) (“the unconscionability
4 doctrine is concerned ... with [among other things] ‘unreasonably and unexpectedly harsh
5 terms having to do with price or other central aspects of the transaction’ ”); *Perdue v.*
6 *Crocker National Bank*, 38 Cal.3d 913, 926 (1985) (holding that the price term, like any
7 other term in a contract, may be unconscionable). Additionally, the California Rules of
8 Professional Responsibility prohibit a lawyer from collecting an unconscionable or illegal
9 fee. *See* CA Rules of Professional Responsibility, § 1.5.

10 The Legal Service Agreement appears to be a pre-printed form, offered by the party
11 with the superior bargaining power. There was no opportunity for the consumers to
12 negotiate any of the terms. Without even speaking to a lawyer, the consumers were
13 induced into signing LPG’s Legal Service Agreement by the marketing affiliates, believing
14 that LPG’s services would help them. But after making a substantial number of payments
15 to LPG, nothing has been done.⁹

16 Based on the U.S. Trustee’s review of the Proofs of Claims filed in this case, the
17 monthly payments paid to LGP were also unconscionably high, consisting of anywhere
18 from 40-60% of the debt enrolled by the consumer. *See, e.g.*, Proof of Claim #82 – 52%;
19 Proof of Claim #51 – 51%; Proof of Claim #40 – 39%; Proof of Claim #53 – 46%; Proof
20

21 ⁹ *See* Declaration of Queenie K. Ng in support of the Opposition (the “Ng
22 Declaration”), at ¶¶ 2-4. A true and accurate copy of LPG’s Sales Script is attached to the
23 Ng Declaration as Exhibit “H” and is incorporated herein by this reference as if set forth in
24 full. *See also* Declarations filed in support of the Beech Opposition to CLG Rule 9019
25 Motion [Bankr. Dkt. # 185]; true and accurate copies of several consumer complaints
26 (“BBB Complaints”) filed with the Better Business Bureaus (“BBB”) are attached as
27 Exhibit “I” to the Ng Declaration and are incorporated herein by this reference as if set
28 forth in full. For privacy reasons, the U.S. Trustee has redacted all personal information of
the complainants in the BBB Complaints. The U.S. Trustee will submit the unredacted
version for the Court’s review upon request.

of Claim #31 – 62% (Exhibits “A” to “F”). LPG provided very few services, if any for these high fees. In the majority of cases, LPG merely sent standardized form letters to the consumers’ creditors and the credit bureaus (i.e., boilerplate “cease and desist” communication letters and generic notices disputing the consumer’s debt). *See, e.g.*, Proof of Claim # 82. Even though these consumers were making monthly payments to LPG, their credit did not improve, and they still received collection notices, subpoenas, and summons from their creditors.¹⁰ As such, LPG’s Legal Service Agreements are unconscionable and thus, unenforceable and cannot be sold.

iii. The Trustee Cannot Reform Void or Unenforceable Contracts

The Trustee cannot reform void or unenforceable contracts. As discussed above, all of LPG’s existing Legal Service Agreements are void and unenforceable and thus, cannot be sold. Generally, “courts reform contracts only where the parties have made a mistake and not for the purpose of saving an illegal contract. Illegal contracts are void.” *Kolani v. Gluska*, 64 Cal.App.4th 402, 407, 75 Cal.Rptr.2d 257 (1998) (internal citations omitted); *see also D'Sa v. Playhut*, 85 Cal. App. 4th 927, 935 (2000); *Strategix, Ltd. v. Infocrossing West, Inc.*, 142 Cal.App.4th 1068, 1074 (2006). As such, an illegal contract cannot be reformed. *Id.*¹¹

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iv. The Trustee Failed to Specify How CLG Would Comply with the Telemarketing Sales Act and Credit Repair Organizations Act.

¹⁰ *See* Exhibit “I”, BBB Complaints and Declarations in support of the Beech Objection [Bankr. Dkt. # 185].

¹¹ In any event, the Trustee has failed to specify the applicable State Bar Rules regarding the sale of a practice and/or reformation of contracts, or how the State Bar Rules would be satisfied in in case.

1 In the CLG Stipulation (attached as Exhibit “1” to the CLG Rule 9019 Motion),
2 CLG agrees to “abide by and discharge all duties imposed by applicable non-bankruptcy
3 laws including the Telemarketing Sales Act (“TSA”) and the Credit Repair Organizations
4 Act. See CLG Stipulation, at ¶1.14. However, the Trustee did not specify or provide any
5 evidence as to how CLG would comply with TSA, CROA and other applicable law.

6 v. ***The Trustee Has Abused his Business Judgment when He***
7 ***Seeks to Receive Funds Illegally Obtained from the***
8 ***Consumers***

9 Here, as stated above, the LPG’s Legal Services Agreement appears to violate
10 CROA and as a result is void. The Trustee is requesting that this Court approve a transfer
11 of funds potentially obtained unlawfully from tens of thousands of consumers to the
12 bankruptcy estate. The Trustee is attempting to sell the accounts of the victims of this
13 scheme and circumvent fundamental concerns relating to the lawfulness of LPG’s business
14 by obtaining approval for a lightning sale that will prevent the proper notice and measured
15 scrutiny contemplated by, and fundamental to the equity and integrity of the bankruptcy
16 system.

17 Based on the foregoing, the CLG Rule 9019 Motion is essentially a de facto sale of
18 the Debtor’s assets to CLG pursuant to Section 363 and the Trustee failed to meet his
19 burden of proof and provided no sound business purpose for the sale or transfer of the LPG
20 Fee Shared Clients to CLG.

21 **D. Pursuant to the TSR, the ACH Funds Belong to the Consumers and the**
22 **Funds Cannot Be Transferred to the Trustee/Estate Through the**
23 **Settlement Process.**

24 The Telemarketing Sales Rule, at 16 CFR §310.4 provides for abusive telemarketing
25 acts or practices, states in pertinent part:

- 26 (a) Abusive conduct generally. It is an abusive telemarketing act or
27 practice and a violation of this Rule for any seller or telemarketer
28 to engage in the following conduct:

...

(5)

(i) Requesting or receiving payment of any fee or consideration for any debt relief service until and unless:

(A) The seller or telemarketer has renegotiated, settled, reduced, or otherwise altered the terms of at least one debt pursuant to a settlement agreement, debt management plan, or other such valid contractual agreement executed by the customer;

...

(ii) Nothing in § 310.4(a)(5)(i) prohibits requesting or requiring the customer to place funds in an account to be used for the debt relief provider's fees and for payments to creditors or debt collections in connection with the renegotiation, settlement, reduction, or other alteration of the terms of payment or other terms of a debt, provided that:

(A) The funds are held in an account at an insured financial institution;

(B) The customer owns the funds held in the account and is paid accrued interest on the account, if any;

(C) The entity administering the account is not owned or controlled by, or in any way, affiliated with, the debt relief service;

...

(E) The customer may withdraw from the debt relief service at any time without penalty, and must receive all funds in the account, other than funds earned by the debt relief service in compliance with § 310.4(a)(5)(i)(A) through (C), within seven (7) business days of the customer's request.

....

16 CFR § 310.4(a) (emphasis added).

In the CLG Rule 9019 Motion, the Trustee seeks to acknowledge the validity of certain pre-petition fraudulent transfers of LPG Fee Shared Clients (as defined in the CLG Rule 9019 Motion) to CLG in exchange for, among other items, 40% of all receivables generated from the LPG Fee Shared Clients payable to the Estate. To the extent the 40% anticipated fees were to be derived from the customer ACH payments, the funds belong to the consumers as set forth in 16 CFR § 310.4(a)(5)(ii)(B). The funds should be held in a

1 separate account at an insured financial institution. *See* 16 CFR § 310.4(a)(5)(ii)(A). The
2 funds cannot be transferred to the Trustee or the Estate through a settlement or sale process.
3 The Trustee cannot use the bankruptcy process to transmute them into property of the
4 bankruptcy estate and this Court should not allow the Trustee to obtain funds illegally
5 obtained from the consumers. If the Trustee receives any ACH funds that were pulled from
6 consumer bank accounts, the Trustee should be required to hold them in trust for the sole
7 benefit of the consumers and return those funds to the consumers forthwith.

8 E. **If the Court Nonetheless Approves the CLG Rule 9019 Motion, the Court**
9 **should Appoint a Consumer Privacy Ombudsman Pursuant to 11 U.S.C.**
10 **§ 363(b)(1) to Ensure Consumer Protections.**

11 Section 363(b)(1) of the Code governs a debtor's ability to "use, sell, or lease"
12 personally identifiable information ("PII").¹² Generally, a debtor may not sell or lease PII
13 if, at the time of the commencement of a bankruptcy case, the debtor's privacy policy
14 prohibits the transfer of PII to unaffiliated entities. *See* 11 U.S.C. § 363(b)(1).
15 Notwithstanding this general prohibition, a sale is permitted, pursuant to section
16 363(b)(1)(B) of the Code, if:

17 _____
18 ¹² The term "personally identifiable information means –

19 (A) If provided any an individual to the debtor in connection with obtaining a
20 product or a service from the debtor primarily for personal, family, or household
21 purposes –

- 22 (i) the first name (or initial) and last name of such individual, whether given
23 at birth or time of adoption, or resulting from a lawful change of name;
24 (ii) the geographical address of a physical place of residence of such
25 individual;
26 (iii) an electronic address (including an e-mail address) of such individual;
27 (iv) a telephone number dedicated to contacting such individual at such
28 physical place of residence;
(v) a social security account number issued to such individual; or
(vi) the account number of a credit card issued to such individual

11 U.S.C. § 101(41A).

After the appointment of a consumer privacy ombudsman, the court approves the sale (i) giving consideration to the facts, circumstances, and conditions of the sale and (ii) finding that no showing was made that the sale would violate applicable nonbankruptcy law.

11 U.S.C. § 363(b)(1)(B).

LPG's Privacy Policy provides that the LPG website (lpglaw.com) collected some personal data from its consumers, and that it takes "appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the personal data."¹³ See LPG's Privacy Policy, at p. 2-3. In particular, the LPG's Privacy Policy provides the following protection to its consumers:

- The consumers "have the right to opt out of the sale of [their] personal information."
- The consumers have a right to request LPG to disclose to them: (1) the categories and sources of PII that LPG collected, the purpose for which LPG uses the PII and with whom such information is shared; (2) the PII categories purchased in the event of a sale of PII for a business purpose.
- The consumers have a right to request that their PII be deleted, subject to certain exceptions set forth by the law.

Id. at p. 16-18.

Given LPG's Privacy Policy, the duty of confidentiality and the attorney-client privilege between LPG and its consumer clients, it is reasonable for the consumers to expect LPG to keep their PII with utmost confidentiality. Afterall, LPG assured its consumers in its Privacy Policy that it would take "appropriate security measures to prevent

¹³ A true and accurate copy of the LPG's Privacy Policy is attached hereto as Exhibit "G" and is incorporated herein by this reference as if set forth in full. See <https://webcache.googleusercontent.com/search?q=cache:sjGKVQewG5kJ:https://lpglaw.net/our-privacy-policy/&cd=12&hl=en&ct=clnk&gl=us> (last visited June 8, 2023).

1 unauthorized access, disclosure, modification, or unauthorized destruction of the personal
2 data.” *Id.* at p. 2-3

3 Based on the foregoing, if the Court approves the CLG Rule 9019 Motion which is a
4 de facto sale of the Debtor’s assets (client files fraudulently transferred pre-petition) to
5 CLG in exchange for a fee, the Court should appoint a consumer privacy ombudsman
6 pursuant to 11 U.S.C. § 363(b)(1) to ensure consumer protections.

7 **IV. CONCLUSION**

8 Based on the foregoing, and upon such other and further oral or documentary
9 evidence as may be presented at the hearing, the U.S. Trustee respectfully opposes the
10 Motions and requests that they be denied. In the alternative, the Court should appoint a
11 consumer privacy ombudsman pursuant to 11 U.S.C. § 363(b)(1) if it approves the CLG
12 Rule 9019 Motion.

13
14 Respectfully submitted,
15 PETER C. ANDERSON
16 UNITED STATES TRUSTEE

17 Dated: July 11, 2023

18 By: /s/ Kenneth Misken
19 Kenneth M. Misken
20 Assistant United States Trustee
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23
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DECLARATION OF MARILYN SORENSEN

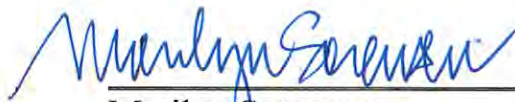
I, Marilyn Sorensen, hereby declare as follows:

1. I am employed by the Office of the U.S. Trustee for Region 16 as a Bankruptcy Analyst. My duties and responsibilities include the review and analysis of Chapter 11 cases, including the case of *The Litigation Practice Group, P.C.* (Bankr. Case No. 8:23-bk-10571-SC). I make this declaration upon my own personal knowledge except as to those statements made upon information and belief.

2. I retrieved the following proof of claims filed in this case from the claims register on PACER:

- a. Proof of Claim # 31 filed by Debra Price. Attached hereto as **Exhibit A** is a true and correct copy.
- b. Proof of Claim # 40 filed by Arven Allen Knight. Attached hereto as **Exhibit B** is a true and correct copy.
- c. Proof of Claim # 50 filed by Abigail Beaudin. Attached hereto as **Exhibit C** is a true and correct copy.
- d. Proof of Claim # 51 filed by Hunter Hastings. Attached hereto as **Exhibit D** is a true and correct copy.
- e. Proof of Claim # 53 filed by Debra M. Archambault. Attached hereto as **Exhibit E** is a true and correct copy.
- f. Proof of Claim # 82 filed by Carolyn Beech. Attached hereto as **Exhibit F** is a true and correct copy.

I declare under penalty of perjury and under the laws of the State of California and the United States of America that the foregoing is true and correct, and if called as a witness I could and would completely testify thereto. Executed this 10th day of July 2023 in Santa Ana, California.



Marilyn Sorensen
Bankruptcy Analyst

DECLARATION OF QUEENIE K. NG

I, Queenie K. Ng, hereby declare as follows:

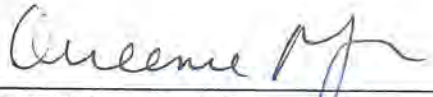
1. I am an attorney employed by the Office of the U.S. Trustee for Region 16. I am an attorney assigned to the Chapter 11 case of *The Litigation Practice Group, P.C.* (Bankr. Case No. 8:23-bk-10571-SC) (hereinafter, the debtor is referred to as "LPG"). I make this declaration upon my own personal knowledge except as to those statements made upon information and belief.

2. On June 13, 2023, I received an email from the Chapter 11 Trustee's Special Counsel (Christopher Celentino) which attached "scripts" that they believed were utilized by LPG in its operations. One of the scripts attached to this email was titled "LPG Sales Script." Attached hereto as **Exhibit H** is a true and correct copy of the LPG Sales Script.

3. On June 6, 2023, I received an email from Michelle Marin, Director of Operations (Pacific Southwest) with the Better Business Bureau ("BBB"). Attached to this email were numerous complaints submitted to the BBB against LPG during 2020 to 2023.

4. On June 12, 2023, I received another email from Ms. Marin with the BBB, which attached additional complaints submitted to the BBB against LPG during 2019. Total, the U.S. Trustee received approximately 1,240 complaints from the BBB. Attached hereto as **Exhibit I** are true and correct copies of several complaints received by the U.S. Trustee from the BBB that were submitted to the BBB against LPG in 2022-2023.

I declare under penalty of perjury and under the laws of the State of California and the United States of America that the foregoing is true and correct, and if called as a witness I could and would completely testify thereto. Executed this 10th day of July 2023 in Irvine, California.



QUEENIE K. NG
Trial Attorney for U.S. Trustee

Exhibit "A"

Fill in this information to identify the case:

Debtor 1 THE LITIGATION PRACTICE GROUP P.C.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Central District of California

Case number 8:23-bk-10571-SC

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>DEBRA PRICE</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>ROBERT P COCCO PC</u> Name <u>1500 WALNUT ST., STE. 900</u> Number Street <u>PHILADELPHIA PA 19102</u> City State ZIP Code Contact phone <u>2153510200</u> Contact email <u>bob.cocco@phillyconsumerlaw.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	Filed on _____ MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ <u>50,000.00</u> . Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>actual and statutory damages including legal fees and costs</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/30/2023
MM / DD / YYYY

s. Robert P Cocco, Esq.
Signature

Print the name of the person who is completing and signing this claim:

Name	ROBERT PETER COCCO		
	First name	Middle name	Last name
Title	ATTY-AT-LAW		
Company	ROBERT P COCCO P.C.		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	1500 WALNUT ST., STE. 900		
	Number	Street	
	PHILADELPHIA	PA	19102
	City	State	ZIP Code
Contact phone	2153510200		Email bob.cocco@phillyconsumerlaw.com

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

<p>DEBRA PRICE, 319 Putnam Street Scranton, PA 18508,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>LITIGATION PRACTICE GROUP P.C. 17542 E 17th Street, Suite 100, Tustin CA 92780,</p> <p>DANIEL MARCH, ESQ., individually and d/b/a LITIGATION PRACTICE GROUP 17542 E 17th Street, Suite 100, Tustin CA 92780;</p> <p>MARQUE CAREY, ESQ., individually and d/b/a LITIGATION PRACTICE GROUP 17542 E 17th Street, Suite 100, Tustin CA 92780;</p> <p>RANDALL CLARK, ESQ., individually and d/b/a LITIGATION PRACTICE GROUP 17542 E 17th Street, Suite 100, Tustin CA 92780;</p> <p>MICHAEL ROBINSON, ESQ., individually and d/b/a LITIGATION PRACTICE GROUP 17542 E 17th Street, Suite 100, Tustin CA 92780;</p> <p>JAYDE TRINH, ESQ., individually and d/b/a LITIGATION PRACTICE GROUP 17542 E 17th Street, Suite 100, Tustin CA 92780;</p> <p>HOWARD GUTMAN, ESQ., individually and d/b/a LITIGATION PRACTICE GROUP 17542 E 17th Street, Suite 100, Tustin CA 92780;</p> <p style="text-align: center;">Defendants.</p>	<p>NO.</p>
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COMPLAINT

I. JURISDICTION AND VENUE

1. Subject matter jurisdiction is conferred upon this Court by 15 U.S.C. §§ 45(a) and 53(b) and 28 U.S.C. §§ 1331, 1337(a), and 1345.

2. Venue is proper in this District under 15 U.S.C. § 53(b) and 28 U.S.C. § 1391(b) and (c).

II. PARTIES

3. Plaintiff, DEBRA PRICE, is an adult individual residing at the above captioned address.

4. Defendant LITIGATION PRACTICE GROUP, P.C. ("LPG"), is California law firm with principal offices at the above captioned address in California and is a professional corporation conducting business in the Commonwealth of Pennsylvania.

5. Defendant, DANIEL MARCH, ESQ. d/b/a LPG is an adult individual doing business as a debt settlement and credit repair organization at the above captioned address, at all times material also doing business as an attorney admitted to practice of law in the State of California and not so admitted in the Commonwealth of Pennsylvania.

6. Defendant, MARQUE CAREY, ESQ. d/b/a LPG is an adult individual doing business as a debt settlement and credit repair organization at the above captioned address, at all times material also doing business as an attorney admitted to practice of law in the State of California and not so admitted in the Commonwealth of Pennsylvania.

7. Defendant, RANDALL CLARK, ESQ. d/b/a LPG is an adult individual doing business as a debt settlement and credit repair organization at the above captioned

address, at all times material also doing business as an attorney admitted to practice of law in the State of California and not so admitted in the Commonwealth of Pennsylvania.

8. Defendant, MICHAEL ROBINSON, ESQ. d/b/a LPG is an adult individual doing business as a debt settlement and credit repair organization at the above captioned address, at all times material also doing business as an attorney admitted to practice of law in the State of California and not so admitted in the Commonwealth of Pennsylvania.

9. Defendant, JAYDE TRINH, ESQ. d/b/a LPG is an adult individual doing business as a debt settlement and credit repair organization at the above captioned address, at all times material also doing business as an attorney admitted to practice of law in the State of California and not so admitted in the Commonwealth of Pennsylvania.

10. Defendant, HOWARD GUTMAN, ESQ. d/b/a LPG is an adult individual doing business as a debt settlement and credit repair organization at the above captioned address, at all times material also doing business as an attorney admitted to practice of law in the State of California and not so admitted in the Commonwealth of Pennsylvania.

11. The individual attorney Defendants are sometimes collectively referred to herein as “the Attorney Defendants”.

12. Upon information and belief, LPG is nothing more than an alter ego of the Attorney Defendants over which they exercise complete dominion and control as a vehicle for the Attorney Defendants and their accomplices to deceive unsuspecting and desperate consumers into paying them large sums of money under the pretext of “debt settlement”. The scheme involved promising debt relief to vulnerable consumers which is nothing more than an illusory scheme to collect funds from these consumers that they

could better use themselves to negotiate debt settlements or pursue alternate traditional forms of debt remediation as discussed below.

13. At all times relevant hereto, defendants acted by and through their agents, servants, and employees who acted within the scope of their authority and within the course of their employment.

III. FACTUAL BACKGROUND

A. Background - Nature of Debt Settlement Operations Generally

14. Debt settlement is a form of consumer debt relief, targeted to consumers with thousands of dollars of unsecured debt.

15. Unlike debt remediation options such as traditional credit counseling, debt management plans, debt consolidation loans, and possibly bankruptcy, debt settlement is an aggressive form of debt relief in which consumers stop paying all of their unsecured debts and begin saving the money they would normally use to pay those debts.

16. After several months, when the accounts are in default, the debt settlement company will contact the creditor, and negotiate a lump-sum payoff of the debt, ideally at a highly reduced percentage.

17. The consumer then uses the money that he/she has been saving to pay the lump-sum, and can then have the benefit of a significant portion of their original debt being forgiven. As will be described later herein, defendants did not allow plaintiff to use saved funds for negotiated payoffs but incredibly demanded additional funds towards such payments.

18. Because debt settlement only works if consumers are not making monthly payments on their unsecured debts (since creditors will not want to settle a debt if they

are receiving monthly payments), there are inherent risks involved with participating in a debt settlement program that can have catastrophic effects on the consumer. Specifically, consumers entering a debt settlement program may experience any or all of the following:

- a. Because the creditor is no longer receiving monthly payments, creditors will likely engage in collection activities including filing a lawsuit against the consumer for breaking their contract.
- b. The consumer will owe significantly more on their account if a settlement is reached and concomitantly reduce the actual savings from the debt settlement program because creditors will continue to assess interest, late fees, over-limit charges, and any other fees associated with the account.
- c. The consumer's credit reports will reflect the late charges and non-payment of their unsecured debt causing the consumer's credit score to drop while participating in the program and the consumer may experience the long term effects of a low credit score, which can include difficulty in buying a house or car, obtaining insurance, or obtaining employment.
- d. Creditors are under no obligation to accept, or even entertain, a settlement offer.

19. Debt settlement is largely a "for-profit" industry involving companies charging consumers large fees typically calculated as a percentage of the total debt the consumer brings into the program and often collected in the first several months of the program.

B. Nature of Debt Validation /Credit Repair Services

20. Since at least February 2021, and continuing thereafter, defendants, directly or through their representatives, have promoted, offered for sale, and sold credit repair services to consumers via Defendant LPG's Internet website which it maintains to attract consumers to purchase defendants' debt relief and credit repair services.

21. Through verbal statements by their representatives and through written statements on their website, defendants have offered "credit repair" services purporting to remove or attempt to remove derogatory information from, or improve, consumers' credit histories, credit records, or credit ratings.

22. Before providing any of the promised services, defendants' representatives request and obtain at least partial payment for these services.

23. Defendants require consumers to sign written contracts for defendants' services.

C. The Credit Repair Organizations Act

24. The Credit Repair Organizations Act took effect on April 1, 1997, and has since that date remained in full force and effect.

25. Defendants are "credit repair organizations" as that term is defined in the Credit Repair Organizations Act, 15 U.S.C. § 1679a(3).

26. The purposes of the Credit Repair Organizations Act, according to Congress, are:

- a. to ensure that prospective buyers of the services of credit repair organizations are provided with the information necessary to make an informed decision regarding the purchase of such services; and
- b. to protect the public from unfair or deceptive advertising and business

practices by credit repair organizations.

27. The Credit Repair Organizations Act prohibits credit repair organizations from charging or receiving any money or other valuable consideration for the performance of any service which the credit repair organization has agreed to perform before such service is fully performed. 15 U.S.C. § 1679b(b).

28. Pursuant to Section 410(b)(1) of the Credit Repair Organizations Act, 15 U.S.C. § 1679h(b)(1), any violation of any requirement or prohibition of the Credit Repair Organizations Act constitutes an unfair and deceptive act or practice in commerce in violation of § 5(a) of the FTC Act, 15 U.S.C. § 45(a).

IV. FACTUAL ALLEGATIONS

29. On or about February 17, 2021, plaintiff entered into a standardized adhesion contract of exculpation with LPG in an illusory several page “Legal Services Agreement” contract whereby she agreed to pay \$260.10 monthly to defendant “to invalidate your debts and remove such invalid debts from your credit reports”, and, if it cannot do so, “may elect to have LPG negotiate a settlement on your behalf with the concerned creditor” (see **Exhibit A**).

30. The five credit card accounts plaintiff wished to have negotiated totaled over \$16,000.00.

31. To pay the monthly fee, Plaintiff provided Defendants with a cancelled check to her personal checking account for which she was sole depositor.

32. The accounts plaintiff wished to have negotiated, and that LPG promised to remove from credit reporting by its contract, were accurate, but LPG nevertheless recommended that they be disputed as inaccurate.

33. Defendants did not inform plaintiff and does not inform its customers generally that accurate negative credit items cannot be legally challenged as inaccurate.

34. To make matters even more confusing, LPG presented Plaintiff with another written contract, this time with an affiliated entity and agent, Help Finance Group, LLC (“HFG”), which also promised to negotiate debts on plaintiff’s behalf but, in exculpatory fine print in the contract, essentially disclaimed any obligation to perform any debt settlement or legal services for her, and disclaimed any representations that it would actually perform such services.

35. At all times herein, Plaintiff only had contact with LPG and, upon information and belief, HFG was an agent of and/or alter ego of LPG and acted at its direction and control.

36. In order to get relief from her cumulative debt, the HFG contract requires Plaintiff to agree to accumulate funds in a settlement savings fund escrow account over up to 180 days before any negotiation of debt can begin.

37. On or about April 2022, Defendants withdrew the monthly \$260.10 fee from a different checking account than had been authorized by Plaintiff, a checking account held jointly by Plaintiff and her husband as co-depositors.

38. Two payments were withdrawn until Plaintiff’s reported the issue to her bank and demanded Defendants return the two payments and cease any further withdrawals from the unauthorized account.

39. Defendants have negotiated no debt reduction, indeed Plaintiff’s debts have increased, and has removed none of the debts from her credit. As a result, all of her debts have gone into collection while she has been enrolled in Defendants’ program and

Plaintiff has been sued by one creditor in Lackawanna County, Docket no. MJ-45106-CV-0000117-2022.

40. Defendants' contract with plaintiff for debt settlement and credit repair services is void insofar as it promises nothing real and its purpose is to give the appearance of legal propriety to illegal debt settlement activities detailed in this Complaint, thereby enriching defendant at the expense of heavily indebted Pennsylvania consumers, and preempting for itself consumers' money that should have been used to pay creditors or to file for bankruptcy relief.

41. Plaintiff suffered ascertainable loss by reason of defendant's actions.

Causes of Action

COUNT I **VIOLATIONS OF THE CREDIT REPAIR ORGANIZATIONS ACT**

42. In connection with the sale and performance of services for consumers by a credit repair organization, as that term is defined in § 403(3) of the Credit Repair Organizations Act, 15 U.S.C. § 1679a(3), defendants have charged or received money or other valuable consideration for the performance of credit repair services that defendants have agreed to perform before such services were fully performed. Defendants have thereby violated Section 404(b) of the Credit Repair Organizations Act. 15 U.S.C. § 1679b(b).

43. In connection with the defendants' agreement to provide credit repair services, defendants violated the CROA, *inter alia*, § 1679b(a)(1) by making untrue or misleading statements to a consumer reporting agency; §1679b(a)(3) by misrepresenting its services; and §1679b(a)(4) by engaging in acts, practices or courses of business which constitute or result in the commission of a deception on its customers, plaintiff or the

consumer reporting agencies; §1679b(b) by charging and receiving money for the performance of its agreement before the service was fully performed; and §1679d(b) by failure to include the information required by that subsection.

COUNT II
VIOLATIONS OF THE FAIR CREDIT EXTENSION UNIFORMITY ACT
(FCEUA) and
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER
PROTECTION LAW (UTPCPL)
(Plaintiff v. All defendants)

44. Plaintiff incorporates all foregoing allegations as though set forth in full.

45. Defendants are each a “debt collector” as defined by 73 P.S. § 2270.3 of the FCUEA in that, at all times herein, defendant was “engaging or aiding directly or indirectly in collecting a debt owed or alleged to be owed a creditor”.

46. Plaintiff is a “consumer” as defined by 73 P.S. § 2270.3 of the FCUEA.

47. All of the above contacts by Defendants with plaintiff, including but not limited to attempting to settle the May 2017 debt, were “communications” relating to a debt as defined by 73 P.S. § 2270.3 of the FCUEA.

48. Because Defendants’ business model is premised on compromising the amount of debt owed rather than eliminating it as an attorney filing a chapter 7 bankruptcy or defending a debt collection litigation, all of the above contacts by Defendants were with the purpose of engaging or aiding indirectly in collecting plaintiff’s debts owed or alleged to be owed to her creditors.

49. Moreover, even Defendants’ limited promise of compromising the amount of debt paid is illusory in that no results are promised, Ex. __, Sec. 3 titled, “No Guarantees of Results”.

50. Defendants, by their conduct as described above including but not limited to failing to settle any debt with plaintiff's creditors from "settlement savings fund" escrow account, violated the FDCPA including but not limited to the following:

- a) §1692e(5), engaged in false, deceptive, and misleading representations in connection with the debt collection activities described herein;
- b) §1692f Otherwise used unfair or unconscionable means to collect or attempt to collect a debt by collecting funds from plaintiff towards an illusory promise of debt remediation when, instead, plaintiff's debt burden was increased by the fees and charges collected by defendants resulting in no net financial relief to plaintiff and instead worsening her financial burdens.

51. The foregoing acts and omissions of defendants in violation of the FDCPA, including but not limited to giving plaintiff a futile illusory contract to conceal the fact that defendants are not providing plaintiff with any legal services to settle any of her debts, constitute numerous and multiple *per se* violations of the FCEUA and UTPCPL, including but not limited to 73 P.S. § 2270.4(a), as evidenced by the following conduct:

- a) The use of false, deceptive or misleading representations or means in connection with the collection of a debt;
- b) The use of false representation or deceptive means to collect a debt or obtain information about a consumer;
- c) The use of unfair or unconscionable means to collect or attempt to collect an alleged debt;

52. Defendants' acts which violated similar provisions in the Fair Debt Collection Practices Act ("FDCPA") as described above thereby renders such acts *per se* unfair and deceptive practice violations of the Unfair Trade Practices Consumer Protection Law, 73 P.S. § 201-1 *et. Seq.*, FCEUA, 73 P.S. § 2270.4(a).

COUNT II
Breach of Contract/ Covenant of Good Faith and Fair Dealing
(Plaintiff v. the Attorney Defendants)

53. Plaintiff incorporates all foregoing allegations as though set forth in full.

54. Plaintiff and Defendants entered into a contract for legal services.

55. Defendants' aforementioned conduct constitutes a breach (express, implied, or as a matter of law) of that agreement to provide competent and effective legal services, as well as a breach of the covenant of good faith and fair dealing.

56. As a direct and proximate cause of the aforementioned breach of the agreement to provide legal services, Plaintiff has been damaged, as set forth above.

COUNT III - Breach of Fiduciary Duty
(Plaintiff v. the Attorney Defendants)

57. Plaintiff incorporates all foregoing allegations as though set forth in full.

58. Plaintiff and Defendants were in a fiduciary, attorney-client relationship.

59. Defendants' aforementioned conduct constitutes a breach of that fiduciary relationship.

60. As a direct and proximate cause of the aforementioned breach of fiduciary duty, Plaintiff has been damaged as set forth above.

PRAYER

WHEREFORE, Plaintiff demands judgment against defendants, jointly and severally, or singly as indicated, for:

- (a) Actual, compensatory, and punitive Damages for violation of CROA;
- (b) Costs and reasonable attorney's fees for violation of CROA;
- (c) Declaratory and injunctive relief, and such other and further relief as law or equity may provide for violation of CROA.
- (d) Actual damages pursuant to 73 P.S. § 201-9.2(a) against Defendants;
- (e) Treble actual damages pursuant 73 P.S. § 201-9.2(a) against Defendants;
- (f) Costs of litigation and reasonable attorney's fees pursuant to 73 P.S. § 201-9.2(a), and;
- (g) Actual damages for breach of contract and fiduciary duty.
- (h) Such other and further relief as the Court shall deem just and proper.

JURY DEMAND

Plaintiff demands trial by jury.

ROBERT P. COCCO, P.C.

BY: /s/Robert P. Cocco

Attorney for Plaintiff

Dated: May 10, 2022



LEGAL SERVICES AGREEMENT

Legal Services

The Litigation Practice Group PC (“LPG”) will provide debt validation services wherein it will assist you in removing erroneous or inaccurate information appearing on one or more of your credit reports by contesting debts appearing therein. This service is limited to information reported by creditors or purported creditors to credit bureaus. The purpose of this program is to challenge the legal validity of debts appearing on or being reported to credit bureaus. The cost of legal services rendered by LPG is set forth below, and those fees are earned by LPG for services rendered to you as set forth herein at the time such fees are paid.

Client Authorization

You authorize LPG to challenge, where applicable, any debts appearing in your credit report(s) that you believe to be in any way invalid, inaccurate, or otherwise without a legal basis. You also authorize LPG to obtain a copy of your credit report to assist in the process of analyzing your account and developing a strategy regarding the invalidation of debts that are excessive or otherwise unauthorized by law. You further authorize LPG, acting under power of attorney for you, to affix your signature to documents sent on your behalf in relation to the matters addressed herein.

Description of Services to be Performed

LPG will obtain your credit reports, analyze them, and develop strategies for correcting invalid or unlawful debts for which you should not be held legally responsible. Where appropriate, LPG will use existing laws and interact with creditors and credit bureaus on your behalf to invalidate your debts and remove such invalid debts from your credit reports. LPG will also interact with collection agencies, as applicable, to invalidate your debts by requiring them to supply evidence of your indebtedness to them, or any other legal mechanism. LPG will also consult with you regarding all aspects of the credit reporting process, including all laws applicable to the same. LPG will also investigate your delinquent accounts in order to determine the most effective method for invalidating your debts or otherwise removing any legal liability for such debts, up to and including the initiation of lawsuits on your behalf against your creditors and their third-party debt collectors.

In addition, if a lawsuit is filed against you, LPG will represent you in such a lawsuit and will not charge any additional fees for such representation provided such a lawsuit was initiated after the date you sign this Agreement. In the event a lawsuit was initiated against you before the date you execute this

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Agreement and you elect to have LPG represent you, an additional fee of \$500.00 will be charged. Where appropriate, if legal fees are recovered from an adverse party, LPG will retain such fees for its services. You will be responsible to pay any damages resulting from any lawsuit. Any costs incurred in a lawsuit will be paid by LPG out of the fees set forth below, including the fees of any attorney retained on your behalf in a jurisdiction in which LPG is not admitted to practice law. No additional payment from you to LPG will be necessary for the defense of any lawsuit filed against you after the date you execute this Agreement. You will, however, be responsible to pay any damages resulting from such lawsuits or any settlements reached in the course of such lawsuits.

Fees

You will pay the following fees for the legal services provided by LPG. No fee or other cost will be charged or collected other than the following. This is the only amount you have to pay for LPG's services, and this fee is fixed, such that it is earned the moment it is transmitted to LPG. Upon request, LPG will provide an update of the progress of services performed under this agreement at reasonable intervals of no greater frequency than once a month.

Refund Policy

If an account is fully validated by a creditor, such that no further dispute to the validity of the account could be made, you will receive a full refund of the fees that you paid towards the invalidation of that account (i.e., you will be refunded the fees paid in proportion to the debt that was validated). Should you have an outstanding balance with LPG at the time your refund is issued on the validated account, any refund will first be applied towards the outstanding balance. A client can elect to move to a debt settlement service on any validated account in lieu of obtaining a refund. If a client makes such an election, fees will no longer be collected for such account and debt settlement services will be performed for no additional fees.

Debt Settlement

If LPG is unable to invalidate any debt, you may elect to have LPG negotiate a settlement on your behalf with the concerned creditor without any additional fees being charged to or incurred by you for such service. Any settlement reached with any such creditor shall be your responsibility. At the point that you reach a settlement with such creditor, your payment to LPG will be reduced and re-amortized to adjust for the settled account being removed from the representation herein contemplated. Please see the refund policy above for more details.

Actions Required of You

You agree to provide LPG with any and all correspondence you receive from any creditor, credit bureau, attorney, or court of law. You further agree to keep a log of all communications, including telephonic and electronic communications, from any creditor or credit reporting agency.

Right to Conduct Business Electronically and Contact You

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You agree that LPG may contact you electronically and telephonically and that any and all business with LPG may be conducted electronically. You further agree that LPG may transmit data, including that regarding your credit profile, electronically. You further agree that any electronic communication carries the risk of disclosure to a third party and that LPG will not be held responsible for any such inadvertent disclosure of information. A facsimile or email transmission of this signed agreement, via an email attachment or otherwise, will be as valid as the original. This agreement may not be modified except in writing by both parties.

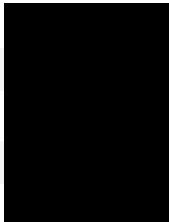
Client Acknowledgements

By signing this agreement, you acknowledge that LPG has not instructed you to breach any contract, fail to make any required payment, or fail to perform any obligation you have lawfully incurred. LPG reserves the right to terminate this agreement if (a) client fails to make timely payment of the amount due under hereunder or (b) the client's payments are returned multiple times for any reason. LPG will not pay your debts and does not guarantee that any debt you now have or may incur will be invalidated or settled in association with LPG's services. You understand and agree that you must forward any communication you receive in printed or electronic form from any creditor, court, or representative of other a creditor or a court to admin@coastprocessing.com and that you must keep a log of all telephonic communications with any creditor or credit reporting agency. **Do not sign this agreement until you have received and read the information statements and notices of cancellation required by state and federal law, even if otherwise advised. By signing this agreement, you acknowledge receipt of these disclosures prior to the time of signing and agree to the terms of this agreement. You, the client, may cancel this agreement at any time before midnight CST of the 5th day after the date of execution of this agreement via an email to admin@coastprocessing.com. In addition, you, the client may terminate LPG's services under this agreement at any time via an email to admin@coastprocessing.com.**

Client Signature: Debra Price
Co-Applicant Signature _____

Date: 2/17/2021
Date: _____

Creditor Information

Creditor	Account #	Amount Owed
LENDINGCLU		\$7,007.00
FNB OMAHA		\$4,413.00
Cap one		\$1,450.00
Cap one		\$1,331.00
BARCLAYSBK		\$984.00
		\$15,185.00

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Client Information

Name: Debra Price

Address: 319 Putnam St, , Stranton PA 18508

Home

Cell Ph

Email:

Las 4 S

Co-Client Information

Name:

Address: , ,

Home Phone:

Cell Phone:

Email:

Last 4 SSN:

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Schedule of Payments

I agree to this payment schedule – Client Initials: DP

Payment #	Process Date	Amount
1	Feb 26, 2021	\$260.10
2	Mar 26, 2021	\$260.10
3	Apr 26, 2021	\$260.10
4	May 26, 2021	\$260.10
5	Jun 28, 2021	\$260.10
6	Jul 26, 2021	\$260.10
7	Aug 26, 2021	\$260.10
8	Sep 27, 2021	\$260.10
9	Oct 26, 2021	\$260.10
10	Nov 26, 2021	\$260.10
11	Dec 27, 2021	\$260.10
12	Jan 26, 2022	\$260.10
13	Feb 28, 2022	\$260.10
14	Mar 28, 2022	\$260.10
15	Apr 26, 2022	\$260.10
16	May 26, 2022	\$260.10
17	Jun 27, 2022	\$260.10
18	Jul 26, 2022	\$260.10
19	Aug 26, 2022	\$260.10
20	Sep 26, 2022	\$260.10
21	Oct 26, 2022	\$260.10
22	Nov 28, 2022	\$260.10
23	Dec 27, 2022	\$260.10
24	Jan 26, 2023	\$260.10
25	Feb 27, 2023	\$260.10
26	Mar 27, 2023	\$260.10
27	Apr 26, 2023	\$260.10
28	May 26, 2023	\$260.10
29	Jun 26, 2023	\$260.10
30	Jul 26, 2023	\$260.10
31	Aug 28, 2023	\$260.10
32	Sep 26, 2023	\$260.10
33	Oct 26, 2023	\$260.10
34	Nov 27, 2023	\$260.10
35	Dec 26, 2023	\$260.10
36	Jan 26, 2024	\$260.18

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Electronic Payment Authorization

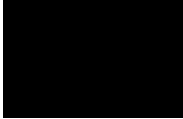
Bank Name: COMMUNITY BANK N.A.

Name on Account: Debra Price

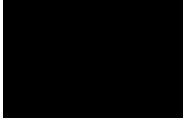
Account Type: Checking

____ Other (specify: _____)

Routing Number:



Account Number:



Next Payment Date: Feb 26, 2021 Amount: \$ 260.10

Recurring Payment Date: 26th

By signing below, I authorize and permit LPG or their designees, EPPS, Omnifund, Equipay, Forte, a CSG Company, or Authorize.NET to initiate electronic funds transfer via an Automated Clearing House system (ACH) from my account listed above. I will also provide LPG with a voided check or savings deposit slip.

If necessary, LPG may make adjustments if errors have occurred during the transaction. The date of the draft is listed above, however, if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. This authority will remain in effect until LPG is notified by the member in writing at least 5 days prior to the next scheduled draft date. No other forms of cancellation by members will be observed. If the debit is returned because of non-sufficient funds or uncollected funds, then the originator and its financial institution may reinitiate the entry up to two (2) times. The reversal of funds from a client's account that was drafted in error cannot be made until seven business days from the draft date. The member agrees to waive all rights of reversal or refusal of any payment on any draft that LPG may make against the member's bank account while services are performed. The member agrees with all of the provisions and conditions outlined within.

Acknowledgment of Refunds & Draft Date Changes

ACH Refunds: If a refund is due such will be made through the ACH process only if the fees were made through the ACH process. All refunds may take up to 10 days to process. In the event my EFT or draft is returned from my bank unpaid, I agree that a fee of \$25.00 or as allowed by law may be charged to my account via draft or EFT. Furthermore, I warrant that I am authorized to execute this payment authorization and the above information is true and correct. Draft Date Changes: A client may stop any ACH debit by providing written notice to LPG at least five (5) business days prior to the scheduled payment. If you should need to notify us of your intent to cancel and/or revoke this authorization you must contact us five (5) days prior to the questioned debit being initiated. Please call us at 949-593-0440 or at admin@coastprocessing.com.

Client Signature:

Debra Price

Date: 2/17/2021

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Printed Name: Debra Price

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Electronic Funds Transfer (EFT) Authorization to Debit Bank Account

Account Owner Name: Debra Price

Social Security Number: [REDACTED]

Birth Date: [REDACTED]

Address: 319 Putnam St City: Stranton State: PA Zip: 18508

Mobile Phone #: Bank Name: COMMUNITY BANK N.A.

Routing Number: [REDACTED] Account Number: [REDACTED]

Total Amount of Debit: \$260.10 Date of Next Debit: Feb 26, 2021 Checking or Saving: Checking

I hereby apply for and agree to establish a non-interest bearing special purpose account (the "Account") with a bank ("Bank") selected by EPPS, LLC and/or its successors for the purpose of accumulating funds to pay for such goods and services as I so direct EPPS, LLC to perform. This application is subject to Bank's customer identification program, as required by the USA PATRIOT ACT and other applicable laws, and accordingly, I hereby represent that the above information is true and complete to the best of my knowledge and belief. The bank account information provided above may be subject to account validation processes to include pre-notation and a \$0.01 micro-deposit.

<u>Schedule of Fees and Charges</u>	
Monthly Banking Fee:	Included
ACH/EFT Fee Per Transaction	Included
Chargeback/Late Return Fee	Included
NSF Fee	Included
Account Closer Fee	Included
 <u>PREMIUM DISBURSEMENT SERVICES</u>	
Wire Transfer	Included
FedEx/Overnight Next Day	Included
2 nd Day Check With Tracking	Included

I hereby authorize Bank, directly or through EPPS, LLC, and/or its service providers, to administer the account on my behalf by (a) periodically transferring and depositing funds to the Account, via any payment media currently in use, and (b) periodically disbursing funds from the Account pursuant to instructions that I may give from time to time. I hereby authorize payments from the Account for the fees and charges provided for in this application and in the agreement. I hereby grant permission for Bank to share information regarding the Account with EPPS, LLC, and any other service provider to facilitate the transactions I may initiate that involve the Account, and with any other party that is essential to the administration of the Account on my behalf. My signature below provides permission to be contacted by phone at the number provided with this authorization. A payment reminder will be sent to your phone number via Text Messaging prior to the payment scheduled above. This authorization shall remain in full force and effect until I provide a verbal or written termination notice to EPPS. Any such notice, and any other written notice that is provided for in this Application or the Agreement, shall be sent to EPPS, LLC at the address set forth in the Agreement. "EPPS-Ph# 800-215-3484" will appear on your bank statement

Account Holder's Signature: *Debra Price*

Date: 2/17/2021

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Your Document Was Successfully Signed!

Congratulations, your document(s) was successfully signed. Please find details below related to your e-signature submission.

Signing Details

Document ID	3522897	Signer Email	debbieprice98@yahoo.com
Document Title	Legal Service Agreement with LPG - ASF (English)	Signer IP Address	73.175.109.248
Sender IP Address	45.22.90.58	Timestamp	2021-02-17T14:29:29-06:00
Number Of Signers	1	Document MD5 Hash	d41d8cd98f00b204e9800998ecf8427e

Document Audit

- ✓ Sent at 2021-02-17T14:25:23-06:00 from IP 45.22.90.58
- ✓ Delivered to debbieprice98@yahoo.com at 2021-02-17T14:27:48-06:00 from 73.175.109.248
- ✓ Adopted Signature at 2021-02-17T14:28:04-06:00 from 73.175.109.248
- ✓ Completed Signing at 2021-02-17T14:29:29-06:00 from 73.175.109.248
- ✓ PDF Generated at 2021-02-17T14:29:29-06:00

Sending Agent
Mozilla/5.0 (iPhone; CPU iPhone OS 14_4 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/
14.0.3 Mobile/15E148 Safari/604.1

BRIEF IN SUPPORT

I. INTRODUCTION

Plaintiff essentially tries to hammer a square peg into a round hole by alleging that Defendants are subject to the Credit Repair Organizations Act (“CROA”), 15 U.S.C. §1679, *et seq.*, simply because they assist in developing creditworthy behavior or resolving debt. In her Complaint, Plaintiff provides no detail or facts of any kind that support her allegation that “Defendants are ‘credit repair organizations’” such that Defendants would be subject to the CROA other than just blindly asserting that Defendants are credit repair organizations. (Doc. No. 1, ¶25). And, in any event, Congress’s focus in enacting the CROA was on entities who assist in the improvement or repair of a consumer’s credit record, credit history, or credit rating, and not the debt validation services that Defendant provides. Plaintiff attempts to make “debt validation” and “credit repair” services synonymous in her Complaint, but the two are distinct. Plaintiff has failed to plead facts that are necessary to state a claim for relief, and thus Count I of her Complaint should be dismissed.

Similarly, Count II should also be dismissed for these reasons. Plaintiff’s own allegations show that Defendants are not considered to be “debt collectors” by statute, such that Count II must also be dismissed.

II. PLAINTIFF’S ALLEGATIONS

Defendants assist their clients in debt validation, debt relief, and collections harassment. (See Doc. 1-1, attached to Complaint as “Exhibit A”). Defendants do so, in part, by working to resolve their clients’ existing debts through negotiation with client creditors individually. (*Id.*). Notably, the agreement expressly states the services Defendants would provide for Plaintiff. The services include (but are not limited to):

- Contesting debts;
- Obtaining client credit reports, analyzing them, and developing strategies for correcting invalid or unlawful debts for which the client should not be held legally responsible;
- Interacting with creditors and credit bureaus on the client's behalf to invalidate debts and remove such invalid debts from the client's credit reports;
- Interacting with collection agencies to invalidate the client's debts;
- Initiating lawsuits on the client's behalf against creditors and third-party debt collectors;
- Representing the client in a lawsuit filed against he or she;
- Negotiating debt settlements on the client's behalf.

(See Doc. 1-1, attached to Complaint as "Exhibit A").

None of these services include improving Plaintiff's credit record, credit history, credit rating, or providing advice or assistance to Plaintiff in improving her credit record, credit history, or credit rating. (*Id.*).

Plaintiff filed her Complaint on May 15, 2022. (See Doc. No. 1). However, the Complaint merely sets out a formulaic recitation of the requirements to be subject to the CROA. Thus, the Complaint has no allegations that this Court could infer that Defendants are "credit repair organizations" as required by the statute to be subject to liability. (See, generally, Plaintiff's Complaint).

Also taken from Plaintiff's own allegations is the fact that Defendants are not acting on behalf of any creditor. (See, generally, Plaintiff's Complaint). As such, Defendants are not debt collectors. (*Id.*).

III. LAW AND ARGUMENT

A. Legal Standard

To survive a motion to dismiss pursuant to FRCP 12(b)(6), a plaintiff must plead “more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 546 (2007). Thus, when legal conclusions are involved in the complaint “the tenet that a court must accept as true all of the allegations contained in a complaint is inapplicable to [those] conclusions,” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009), and “only a complaint that states a plausible claim for relief survives a motion to dismiss,” *Id.* at 679. Thus, mere “labels and conclusions” and “a formulaic recitation of the elements of a cause of action” will not suffice and must be disregarded. *Khalik v. United Air Lines*, 671 F.3d 1188, 1190–91 (10th Cir. 2012). In other words, a complaint must do more than allege the plaintiff’s entitlement to relief. “If the scope of the allegations in a complaint are so general that they encompass a wide swath of conduct, much of it innocent, then the plaintiffs ‘have not nudged their claims across the line from conceivable to plausible.’” *Robbins v. Oklahoma*, 519 F.3d 1242, 1247 (10th Cir.2008).

In considering a motion to dismiss, the Court is not deciding the issue of whether a plaintiff will ultimately prevail but is deciding if the plaintiff is entitled to offer evidence to support claims. *Burkhart v. Knepper*, 310 F. Supp. 2d 734, 744 (E.D. Pa. 2004).

B. Defendants Are Not “Credit Repair Organizations” Under the Credit Repair Organizations Act

The Credit Repair Organizations Act (“CROA”) was enacted to protect the public from unfair or deceptive business practices by credit repair organizations. *Henry v. Westchester Foreign Autos, Inc.*, 522 F. Supp. 2d 610, 613 (SD NY 2007). Liability under CROA is limited

to credit repair organizations as defined in § 1679a(3) and persons in connection with the activities of or transactions involving credit repair organizations. *Wright v. 21st Mortg. Corp. (In re Wright)*, 2007 Bankr. LEXIS 1757, *40-41 (Bankr. ND Ala. 2207).

A credit repair organization:

(A) means any person who uses any instrumentality of interstate commerce or the mails to sell, provide, or perform (or represent that such person can or will sell, provide, or perform) any service, in return for the payment of money or other valuable consideration, for the express or implied purpose of—

- (i) improving any consumer’s credit record, credit history, or credit rating; or
- (ii) providing advice or assistance to any consumer with regard to any activity or service described in clause (i).

15 U.S.C. 1679a(3).

Courts have held that credit repair organizations are only entities whose primary focus is on the improvement or repair of a consumer’s credit record and not those who focus is developing creditworthy behavior or resolving debts. *Plattner v. Edge Solutions, Inc.*, 422 F. Supp. 2d 969 (ND Ill. 2006); *Walston v. Nationwide Credit, Inc.*, 2019 U.S. Dist. LEXIS 147865 (ND Ill. August 30, 2019) (stating that “the definition of credit repair organization encompasses ‘entities whose focus is on the improvement or repair of a consumer's credit record, credit history or credit rating, explicitly or implicitly, not entities whose activities are aimed at assisting consumers in developing “creditworthy behavior” and paying their debts, which may result in improved actual credit as a collateral consequence, rather than as a program objective.’”); *White v. Fin. Credit Corp.*, 2001 U.S. Dist. LEXIS 21486 (ND Ill. December 20, 2001)(finding a company that represented paying debts would improve credit history was not a credit repair organization because its primary business focus was debt collection).

In *Plattner*, a company who offered a “Post Closing Credit Restoration Program” (in addition to various debt payment and validation services), which falls directly into the purview

of being considered a “credit repair organization,” was not a credit repair organization. *Id.* at 976. The court found that Congress did not intend the CROA to apply broadly to entities providing advice related to debt and debt repayment, which may result in improved credit as a collateral consequence. *Id.* at 975. Rather, Congress’s focus in enacting the statute was on entities whose focus is the improvement or repair of a consumer’s credit record, credit history, or credit rating. *Id.*

If the “Post Closing Credit Restoration Program” was the only service offered by the company in Plattner, it may have rendered it a “credit repair organization,” however, when viewed in context with the company’s primary debt management services, the purpose was to assist in managing a consumer’s debt. *Id.* at 976. Summary judgment was granted in favor of the company. *Id.* at 976-977; See also *Wright v. 21st Mortg. Corp. (In re Wright)*, 2007 Bankr. LEXIS 1757 (Bankr. ND Ala. 2207)(holding the same); *Hillis v. Equifax Consumer Servs.*, 237 F.R.D. 491 (ND GA 2006) (denying plaintiff’s motion for summary judgment on the fact that defendant was a credit repair organization where defendant advertised that it could help improve an individual’s credit outlook and credit score because such statements could be found to mean that defendant would only provide the individual with information so that the individual could take steps to improve their credit score on their own).

The same analysis applies to the situation at bar. The agreement Plaintiff entered into with Defendants stated that Defendants would provide Plaintiff services regarding her debt, including debt validation and debt relief. The services Defendants offered Plaintiff are similar to the services the company offered in *Plattner*. While debt assistance may implicitly improve credit, the CROA was not intended to encompass any entity that does so. *Plattner v. Edge Solutions, Inc.*, 422 F. Supp. 2d 969, 975 (ND Ill. 2006). Liability under CROA is limited to

“credit repair organizations” and, because “credit repair organizations” do not include entities that offer debt validation and relief services, as Defendants do, Plaintiff has not plead a claim upon which relief can be granted.

Accordingly, because Defendants do not fit within the statutory definition of “credit repair organizations,” Plaintiff can prove no set of facts that would entitle Plaintiff to recover on her allegations that Defendants violated the Credit Repair Organizations Act. Count I of Plaintiff’s Complaint should therefore be dismissed as a matter of law.

C. Defendants Are Not “Debt Collectors”

Plaintiff also asserts violations under the Fair Credit Extension Uniformity Act and Pennsylvania Unfair Trade Practices and Consumer Protection Law (Count II of the Complaint). These claims are premised on 73 P.S. § 2270.3, which defines a “debt collector” as a person not a creditor who is “*acting on behalf of a creditor.*” 73 P.S. § 2270.3 (*emphasis added*).

It is clear from Plaintiff’s allegations that Defendants are not acting on behalf of any creditors. Rather, Defendants are adverse to all of Plaintiff’s creditors. Plaintiff alleges a fiduciary relationship with Defendants, which relationship allegedly arises based upon the engagement of Defendant LPG to assist in compromising debt owed to creditors.

Therefore, Plaintiff’s own allegations bring Defendants outside the definition of “debt collector.” Consequently, Count II of Plaintiff’s Complaint must be dismissed as a matter of law.

IV. CONCLUSION

For the aforementioned reasons, this Court should dismiss Count I and Count II of Plaintiff's Complaint, with prejudice, for failure to state a claim.

Respectfully submitted,

/s/ Jordan M. Kurth

Jordan M. Kurth (PA B#: 317804)
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Tustin, CA 92780
Phone: (949) 715-0644
Fax: (949) 415-7816
E-mail: JKurth@lpglaw.com
Attorney for Defendants

LUPER NEIDENTHAL & LOGAN
A Legal Professional Association

/s/ Kyle T. Anderson

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Email: manderson@LNLattorneys.com
Email: kanderson@LNLattorneys.com
Attorneys for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing has been filed via the Court's electronic filing system on this 8th day of July 2022. Notice of filing will be performed by the Court's electronic filing system, and Parties may access the document through the Court's electronic filing system.

/s/ Kyle T. Anderson
Kyle T. Anderson (OH B#: 0097806)
Attorney for Defendants

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

<p>DEBRA PRICE,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>LITIGATION PRACTICE GROUP P.C.;</p> <p>DANIEL MARCH, ESQ., individually and d/b/a LITIGATION PRACTICE GROUP;</p> <p>MARQUE CAREY, ESQ., individually and d/b/a LITIGATION PRACTICE GROUP;</p> <p>RANDALL CLARK, ESQ., individually and d/b/a LITIGATION PRACTICE GROUP;</p> <p>MICHAEL ROBINSON, ESQ., individually and d/b/a LITIGATION PRACTICE GROUP;</p> <p>JAYDE TRINH, ESQ., individually and d/b/a LITIGATION PRACTICE GROUP;</p> <p>HOWARD GUTMAN, ESQ., individually and d/b/a LITIGATION PRACTICE GROUP,</p> <p style="text-align: center;">Defendants.</p>	<p>NO. 3:22-cv-00707-KM</p>
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**PLAINTIFF’S OPPOSITION TO DEFENDANTS’
MOTION TO DISMISS COUNTS I AND II OF PLAINTIFF’S COMPLAINT**

By his undersigned counsel, Plaintiff Debra Price (“Plaintiff” or “Price”) hereby opposes Defendants’ Motion to Dismiss Plaintiff’s Complaint (ECF.)(“Motion”), and says as follows:

I. INTRODUCTION & SUMMARY OF RELEVANT FACTS

This civil action by Plaintiff against Defendants, attorneys acting individually and via a corporate entity ostensibly as debt negotiators for consumers like plaintiff to reduce their outstanding debt (Compl. ¶¶ 14-19) and fix their credit (Compl. ¶¶ 20-23), but in fact act according to an industry wide scheme to aid and enable creditor collection and deceive consumers to have them believe otherwise. Compl. ¶¶ 29-41.

As a result of Defendants’ foregoing acts and omissions, Plaintiff has been damaged by increased credit costs over the past year and a half since entering Defendants’ bogus debt relief/negotiation program including a collection lawsuit being filed against her by one of her enrolled creditors, Capitol One. Compl. ¶¶ 39.

Based on the well pled Amended Complaint (ECF 13) and the argument herein, Plaintiff requests that the Motion be DENIED in its entirety. In the alternative, if the Court believes that additional facts are necessary for Plaintiff to proceed on his claims, he requests leave of the Court to file an Amended Complaint to address those deficiencies.

II. LEGAL STANDARD

The standard of review for a motion to dismiss is as follows:

“To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’ ” *Ashcroft v. Iqbal*, 556 U.S. 662, 678, 129 S.Ct. 1937, 173 L.Ed.2d 868 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570, 127 S.Ct. 1955, 167 L.Ed.2d 929 (2007)). “A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Id.* “Threadbare” recitations of the elements of a claim supported only by “conclusory statements” will not suffice. *Id.* at 683, 129 S.Ct. 1937. Rather, a plaintiff must allege some facts to raise the allegation above the level of mere speculation. *Great Western Mining & Mineral Co. v. Fox Rothschild LLP*, 615 F.3d 159, 176 (3d Cir. 2010) (citing *Twombly*, 550 U.S. at 555, 127 S.Ct. 1955). In analyzing a motion to dismiss legal conclusions are disregarded, well-pleaded factual allegations are taken as true, and a determination is made whether those facts state a “plausible claim for relief.” *Fowler v. UPMC Shadyside*, 578 F.3d 203, 210-11 (3d Cir. 2009).

Frompovicz v. Niagara Bottling, LLC, --- F.Supp.3d ---, No. CV 18-54, 2018 WL 4465879, at *2 (E.D. Pa. Sept. 18, 2018).

Finally, “upon granting a motion to dismiss, ‘a district court must permit a curative amendment, unless an amendment would be inequitable or futile.’ *Phillips v. Cnty. of Allegheny*,

515 F.3d 224, 236 (3d Cir. 2008).” *Bramlett v. United States Dep’t of Treasury*, No. CV 16-257, 2017 WL 1048366, at *8 (E.D. Pa. Mar. 20, 2017).

III. ARGUMENT

A. DEFENDANTS ARE WITHIN CROA’S DEFINITION OF “CREDIT REPAIR ORGANIZATION” OR, ALTERNATIVELY, PLEADED AS VIOLATING 1679B(A) WHICH VIOLATIONS APPLY TO ANY PERSON WHO COMMITS THEM.

CROA defines a “credit repair organization” broadly as any person who performs debt relief services “for the express or implied purpose of—(i) improving any consumer’s credit record, credit history, or credit rating”, 15 U.S.C. § 1679a(3)(A). Therefore, applying the CROA to debt relief services fits the remedial purpose of the Act and the broad definition of “credit repair organization.” Because a consumer’s credit score or creditworthiness is heavily influenced by the amount of debt owed and past due and because Debt relief or negotiation services are specifically designed to settle consumers’ debts, such services will therefore have a direct impact on the Act’s concern with “consumer’s credit record, credit history, [and] credit rating”. *Id.*

Indeed, it is important to note that, even where a debt relief company does not expressly offer credit repair, Courts have still found the broad remedial purpose of CROA fulfilled by debt settlement services alone due to their impact on a consumer’s credit. For example, in *Day v. Persels & Assocs., L.L.C.*, 2015 WL 413224, at *17–19 (M.D. Fla. Jan. 30, 2015), the court held that a debt settlement law firm’s services were implied to improve the consumer’s credit. The plaintiff therein alleged that the law firm promised to reduce the consumer’s debts, to help the consumer achieve “financial health,” and to provide related services. *Id.* at *17. The law firm argued that, accepting those allegations as true, they were not subject to the CROA because CROA only applies to persons offering to correct or repair credit reports—not those that merely promise debt settlement. *Id.* The court rejected the law firm’s interpretation, holding that the CROA does not

distinguish between past and prospective credit. *Id.* at *18 (citing *Zimmerman v. Puccio*, 613 F.3d 60, 72 (1st Cir. 2010)).

The cases cited by Defendants are all factually distinguishable from the facts of the case at hand. In *Plattner v Edge Solutions*, the defendant law firm acting as a debt relief agency, expressly disclaimed assurance as to credit repair and even gave notice that it could deteriorate by participation in their debt relief program. By contrast, much of the first page of Defendants' contract with Plaintiff herein describes the credit repair benefits of the program, see Compl. Ex. A, *e.g.*:

The Litigation Practice Group PC ("LPG") ... will assist you in removing erroneous or inaccurate information appearing on one or more of your credit reports by contesting debts appearing therein. This service is limited to information reported by creditors or purported creditors to credit bureaus. The purpose of this program is to challenge the legal validity of debts appearing on or being reported to credit bureaus.

...

LPG will obtain your credit reports, analyze them, and develop strategies for correcting invalid or unlawful debts for which you should not be held legally responsible. Where appropriate, LPG will use existing laws and interact with creditors and credit bureaus on your behalf to invalidate your debts and remove such invalid debts from your credit reports.

In *Walston v. Nationwide Credit*, the facts are a far cry from the instant facts wherein the plaintiff argued the novel theory that the defendant debt collection firm, not a debt relief firm, was acting as a credit repair organization by the terms of its debt collection letter attempting to collect the

plaintiff's debt despite the fact that there was no contractual relationship between the debtor and collector at all. In *White v. Fin. Credit Corp.*, a similar novel argument was made against a debt collector with whom the debtor had no contractual relationship.

Alternatively, certain provisions of the Act apply to any person who commits certain acts which "no person" may commit without violating the Act regardless of whether the person is deemed to be a "credit repair organization" under the Act. Here, Plaintiff has pleaded violations in this respect of 15 U.S.C. § 1679b(a)(1),(3), and (4) (Compl. ¶ 43)¹.

B. DEFENDANTS ARE WITHIN THE FCEUA'S DEFINITION OF "DEBT COLLECTOR"

Defendants move to dismiss Count II asserting its disputed factual contention that it is not a debt collector under the FCEUA. Motion at 8. More specifically, it claims, with no factual basis to do so, that it does not fall within the definition of a debt collector based on a truncated citation of the Act's definition of a debt collector as "a person not a creditor who is 'acting on behalf of a creditor'". *Id.* 8. As the Third Circuit has discussed regarding the FCEUA's definition of a debt collector:

Whether a defendant is a "debt collector" under the FCEUA, however, is somewhat more complicated, because rather than adopting the FDCPA's definition of "debt

¹ (a) In general, **No person** may—

(1) make any statement, or counsel or advise any consumer to make any statement, which is untrue or misleading (or which, upon the exercise of reasonable care, should be known by the credit repair organization, officer, employee, agent, or other person to be untrue or misleading) with respect to any consumer's credit worthiness, credit standing, or credit capacity to—

(A) any consumer reporting agency (as defined in section 1681a(f) of this title); or

(B) any person—

(i) who has extended credit to the consumer; or

(ii) to whom the consumer has applied or is applying for an extension of credit;

...

(3) make or use any untrue or misleading representation of the services of the credit repair organization; or

(4) engage, directly or indirectly, in any act, practice, or course of business that constitutes or results in the commission of, or an attempt to commit, a fraud or deception on any person in connection with the offer or sale of the services of the credit repair organization.

collector," the FCEUA provides its own. Under the FCEUA, a "debt collector" is "[a] person not a creditor... engaging or ***aiding directly or indirectly*** in collecting a debt..." *Id.* § 2270.3. The FCEUA includes within this definition "[a]n attorney, whenever such attorney attempts to collect a debt, as herein defined..."

Glover v. FDIC, 698 F. 3d 139, 152 (3rd Cir. 2012)(emphasis added).

Here, there are no well pled facts before the Court to contradict Plaintiff's allegations that Defendants' debt settlement scheme offers no benefits to Plaintiff, but, at least indirectly, aids Plaintiff's creditors while her five (5) debts to them have gathered interest and late charges for 1 ½ years of Plaintiff's enrollment in the program and, regarding at least one debt, a collection lawsuit with accompanying litigation expenses² while Plaintiff has paid \$4,000 into a dormant "settlement fund" administered by Defendants that has only benefited Defendants by paying them fees. Compl. ¶¶ 29, 37, 39-41.

Defendants also argue that Plaintiff pleading Defendants as her fiduciary somehow legally contradicts her FCEUA allegation that Defendants are also acting as collectors. Because this argument is made without support of legal citation to show that the allegations are mutually exclusive somehow, it warrants no substantive counter. Indeed, it is expressly pled that Defendants' deceptive actions on behalf of creditors breach their fiduciary obligations to Plaintiff as her lawyers by failing to fulfill a purported beneficial negotiating role on her behalf. It should be noted also that, violation of the FCEUA is also a violation of Pennsylvania's UTPCPL which imposes strict liability upon Defendants for such violation here:

Thus, we hold that the General Assembly, by "eliminating the common law state of mind element (either negligence or intent to deceive)," (citation omitted), imposed strict liability on vendors who deceive consumers by creating a likelihood of confusion or misunderstanding in private, as well as public, causes of actions. Carelessness or intent, required for negligent or fraudulent misrepresentations, may be absent when perpetrating "deceptive conduct" under 73 P.S. § 201-2(4)(xxi). Given their varying degrees of requisite intent, a UTPCPL catchall violation and the torts of negligent and fraudulent misrepresentation raise separate legal issues,

² Motion Response Ex. 1 reflecting the public docketing of the collection lawsuit.

as a matter of law.

Gregg v. Ameriprise Financial, Inc., 195 A.3d 930, 940 (2018).

IV. CONCLUSION

Plaintiff believes his well pled Complaint sufficiently states claims for relief and Defendants' motion should be DENIED. If the Court believes Plaintiff has not properly pled claims, she seeks leave to amend their pleading to correct any deficiencies.

[signatures on next page]

Dated: July 13, 2022

/s/Robert P. Cocco

Robert P. Cocco, Esquire

Attorney I.D. No. 61907

1500 Walnut St., Ste. 900

Philadelphia, PA 19102

(215) 351-0200

bob.cocco@phillyconsumerlaw.com

Counsel for Plaintiffs

Exhibit "B"

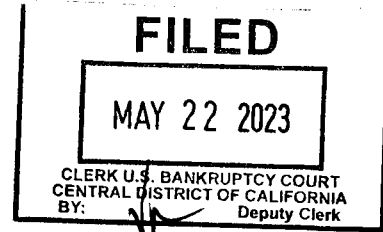
Fill in this information to identify the case:

Debtor 1 Litigation Parctice Group

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Central District of California ☐

Case number 8:23-BK-10571-SC



Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Arven Allen Knight</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>NONE</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Arven Knight</u> Name <u>1805 23rd St, SE Apt. 252B</u> Number Street <u>Washington</u> <u>DC</u> <u>20020</u> City State ZIP Code Contact phone <u>202-680-2347</u> Contact email <u>Arvenk@aol.com</u>	Where should payments to the creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on ____ / ____ / ____	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☒ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☒ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ 5,500.00

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/13/2023

MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name

First name

Middle name

Last name

Title

Company

Address

Contact phone

Identify the corporate servicer as the company if the authorized agent is a servicer.

1805 23rd St. SE # 252B

Washington, DC

202-688-2347

State

ZIP Code

Email

ArvenkeAOL.com

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4 1 6 5
FEIN 83-3885343
7. How much is the claim? \$ 5,500.00 Does this amount include interest or other charges? ☒ No ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
LPG was to help me settle debt and did not satisfy the agreement
9. Is all or part of the claim secured? ☒ No ☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☒ Other. Describe: The debtor debit regular paymtns. from my checking account
Basis for perfection: NO lien filed.
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable
10. Is this claim based on a lease? ☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff? ☒ No ☐ Yes. Identify the property: _____

Arven Knight

Notice of Transition of Legal Services

From: LPG Law (support@lpglaw.com)

To: arvenk@aol.com

Date: Wednesday, March 1, 2023 at 07:19 PM EST



• Hello Arven!

On behalf of the entire LPG team, I would like to extend my sincerest apologies for the poor customer service experience that you have recently experienced with our company. I understand that we have not met your expectations, appreciate your patience and understanding as our company works to improve our customer service.

Litigation Practice Group takes full responsibility for the inadequate service you have received, and I assure you that we are taking immediate steps to address the situation.

After careful consideration, I have decided to transfer your file in order to ensure that you receive the best legal services in the industry. Your legal services will be transferred to ~~Consumer Legal Group~~ ("CLG"), a law firm I know and trust, and have worked extensively with in past.

This law firm, which is larger and more experienced in the area of consumer rights, is based in Manhattan and has expertise fighting the largest banks and creditors in the nation. Its reputation has been built by attorneys across the country with a combined experience of more than 100 years of providing legal services to clients of all types. This transition will allow CLG, which I have worked with multiple times during my career, to manage your account and continue to provide a high level of service to you throughout your debt resolution process.

Based on a negotiation I managed to complete, the terms of your agreement will remain the same, and you will not be required to pay anything more than what was agreed in your contract. All your payments have been credited, and your monthly payment will remain on the same day and in the same amount. The length of your program and contract are also the same. To be clear, your payment, the length of your program, and the services that you are offered will remain exactly the same and comes with a guarantee that if your debts are not resolved at the conclusion of your program, you will receive a full refund of the fees paid toward such debts. Just as with Litigation Practice Group, CLG will represent you in any lawsuit filed against you without any additional cost to you.

00081

Find messages, documents, photos or people Advanced



Home

Compose

Back Forward Move Delete Spam More

Today on AOL

- Inbox 426K
- Unread
- Starred
- Drafts 27
- Sent
- Spam
- Trash
- Less
- Views Hide
- Contacts
- Photos
- Documents
- Subscriptions
- Travel
- Folders Hide
- + New Folder
- Saved Mail
- AIM - Inbox 405
- AIM - Personal Fax n...
- AIM - Saved Mail
- AIM - Sent 115
- AIM - Spam 85
- Archive
- Arven - emails
- Notes
- SavedIMs

LPG Account Update!

Aol/Inbox



Administration LPG <administration@lpglaw.com>



Wed, Mar 29 at 4:13 PM

Dear Valued Client -

I am writing on behalf of Litigation Practice Group to update you regarding the transition of your account. We wanted to convey our sincere apologies for the erroneous transfer of your file to Consumer Legal Group. It was our intention to transfer your file to Phoenix Law PC for servicing, but by mistake your file was sent to Consumer Legal Group. We have corrected this error and your file has now been assigned to Phoenix Law PC. A representative from Phoenix Law PC will contact you to discuss your account and how they will assist you as you complete the process of resolving your debt.

If you have any questions or would like to speak with a representative now, please contact Phoenix Law PC at 424-622-4044.

Sincerely,

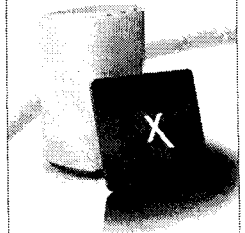
Daniel S. March
Managing Shareholder, LPG

LPG | LITIGATION PRACTICE GROUP

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Reply, Reply All or Forward

Get it now



To whom it may concern,
I did not ask for my account
to be transferred anywhere at
all. Furthermore, I did not know at
the time of this email, LPG had filed
for chapter 11 bankruptcy either

000821
Res
A. Knight

This transfer will be completed today, on February 28, 2023, and a representative from CLG will reach out to you to welcome you to their law firm. Consumer Legal Group can be reached at 212-920-1247 or support@consumerlegalgroup.com should you wish to contact them. I wish you the best of luck and success in completion of your journey to being debt free.

Regards,

Daniel S. March



The Litigation Practice Group

P.O. Box 513018
Los Angeles, CA 90051-1018

<https://litigationpracticegroup.com>

TO SPEAK WITH A TEAM MEMBER:

Call 949-229-6262 or Email support@lpglaw.com.



CONFIDENTIALITY AND DISCLAIMER NOTICE:

This email is intended for clients of the The Litigation Practice Group, also known as LPG. LPG is a debt resolution law firm, not a debt settlement company. We do not settle, consolidate, reduce, or pay your debts or offer any sort of loans or financing. Just a reminder that you are receiving this email because you are our client. This e-mail and any attachments are intended for the exclusive use of the intended recipient. If you are not the intended recipient, please delete this email. If you received this email in error, please notify the sender immediately by calling 949-229-6262, then delete this e-mail and any attachments. Any unauthorized use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. Nothing contained in this email shall form the basis of an attorney-client relationship or constitute a waiver of any privilege.

This email was sent by The Litigation Practice Group, P.O. Box 513018
Los Angeles, CA 90051-1018 . You are receiving this email because you have signed up for our service. If you wish to no longer receive emails from us you can unsubscribe but you may miss out on important information about your account.

[View this email in your browser](#)

May 15, 2023

Arven Knight
1805 23Rd St. SE
Washington, DC 20020
202-680-2347
Arvenk@aol.com

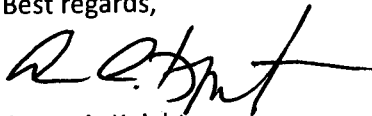
United States Bankruptcy Court
Central District of California
Edward R. Roybal Federal Building and U.S. Courthouse
255 East Temple Street
Los Angeles, CA 90012

Dear Clerk of the Court,

I am writing to regarding the current bankruptcy proceedings for the Litigation Practice Group. I am a former client of their and they tried to switch me over to another company with my consent or knowledge. I reached out to them in August of 2021 with some debt issues that I was having. They promised me that they would help me invalidate or settle the debt for monthly payment of \$250.00. I reached out to them every other month for a progress report. After a year and a half with their company, nothing wasn't settled and the creditors where still sending me letter as for their money. Recently as of 3-1-2023, I received a letter from the head of this company, Mr. Daniel March advising me that my account was being transferred to the Consumer Legal Group. I did not as for my case or files to be transferred to this company whom I knew nothing about. By this time, I started to be very suspicious of their business dealings and activity. I researched their company some more through Google. What I found was very shocking and disturbing to say the least. Their BBB ratings where very poor and had over 350 complaints filed just in 2023. Recently I found out that they are filing for Chapter 11 Bankruptcy! My heart fell through the floor! All I keep saying to myself is that, "I have been scammed!"

Furthermore, I have sent numerous correspondence to LPG and CLG requesting to cancel and close my accounts with them. I have heard back from CLG with a closure letter but nothing from LPG as of yet. I have sent five of six letters to LPG requesting closure of my account a full refund that I am entitled too. I writing to you as what seems to be my last change and effort of recovering my money that has been paid to LPG as of to date. The amount that LPG owes me to date is between \$5368.00 -\$5500.00. I have attached my claim form and supporting documentation for my case. I have learned my lesson regarding putting my money in suspicious hands! If you have questions, let me know.

Best regards,



Arven A. Knight

00084

Regarding illegal transfer of account and full refund requested...

From: Arven Knight (arvenk@aol.com)

To: support@mylpglaw.com

Cc: arvenk@aol.com

Date: Friday, March 10, 2023 at 01:57 PM EST

Mr. March,

I am emailing you regarding the transfer of my account from your company to the **Consumer Legal Group**. This transfer was not authorized by me and should have never happened without my authorization. I have contacted the Consumer Legal Group to cease all negotiations and cancel my account. This transfer was illegal and a breach of our contractual agreement. Because of this, I am requesting you to refund me 100% of the funds already paid to your company as I am entitled by law and the email you sent to me on 3-3-2023. To date, you owe me a refund of around **\$5,368.00**. **If this does not happen within the next 7 business days, I will have no other choice but to pursue other actions and means to get my refund.**

Regards,
Arven Knight
Arvenk@aol.com
202-680-2347



Written letter to LPG.docx
14.7kB



Debt Cancellation letter for CLG Arven Knight.pdf
146kB

Termination of Your Debt Resolution Program

From: support@consumerlegalgroup.org

To: arvenk@aol.com

Date: Tuesday, March 7, 2023 at 11:03 AM EST



Dear Arven,

We are emailing you to confirm the termination of your legal services agreement with The Consumer Legal Group PC regarding your debt resolution program.

As of Mar 07, 2023, your agreement has been terminated and all future payments/ACH transactions from your account have been canceled. No further payments will be taken because of the termination of your agreement.

As a result of this termination, we will notify all of your enrolled creditors that CLG no longer represents you with regard to your debt and instructed them to remove CLG's address from their system. Please take the time to contact your creditors and update your address with them so that you receive all correspondence from your creditors. You should do this as quickly as possible because some mail may be time-sensitive, and CLG will not be forwarding your mail.

If this cancellation was in error, please contact us immediately at 212-920-1247. Please do not hesitate to contact us if you ever have any questions or reconsider enrolling in our program. Our processing team is here for you. We are available Monday-Friday from 9 AM to 5:30 PM EST.

Best regards,



CONSUMER LEGAL GROUP PC

Website consumerlegalgroup.org

Email support@consumerlegalgroup.org

Address [PO Box 412 Elmsford, NY 10523](#)

Termination of Your Debt Resolution Program

From: support@consumerlegalgroup.org

To: arvenk@aol.com

Date: Tuesday, March 7, 2023 at 11:03 AM EST



Dear Arven,

We are emailing you to confirm the termination of your legal services agreement with The Consumer Legal Group PC regarding your debt resolution program.

As of Mar 07, 2023, your agreement has been terminated and all future payments/ACH transactions from your account have been canceled. No further payments will be taken because of the termination of your agreement.

As a result of this termination, we will notify all of your enrolled creditors that CLG no longer represents you with regard to your debt and instructed them to remove CLG's address from their system. Please take the time to contact your creditors and update your address with them so that you receive all correspondence from your creditors. You should do this as quickly as possible because some mail may be time-sensitive, and CLG will not be forwarding your mail.

If this cancellation was in error, please contact us immediately at 212-920-1247. Please do not hesitate to contact us if you ever have any questions or reconsider enrolling in our program. Our processing team is here for you. We are available Monday-Friday from 9 AM to 5:30 PM EST.

Best regards,



CONSUMER LEGAL GROUP PC

Website consumerlegalgroup.org

Email support@consumerlegalgroup.org

Address PO Box 412 Elmsford, NY 10523

March 3, 2023

Arven Allen Knight
1805 23Rd St. SE Apt 252B
Washington, DC 20020
Document ID 4165177
202-680-2347
Arvenk@aol.com

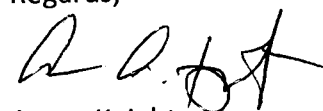
Litigation Practice Group
P.O Box 513038
Los Angeles, CA 90051-1018

Dear Mr. Daniel March,

I am writing to you regarding my account with you and the transfer of my account to **Consumer Legal Group**. I spoke to someone from CLG on 3-7-2023 in their legal department and canceled the contract through them. Furthermore, I did not agree to this transfer verbally or physically and will not. I have contacted the CLG and canceled any contractual agreement that you made with them regarding my account (see CLG cancellation letter). This is a breach of contract between your business and myself as I was not informed of this beforehand and did not agree to such a transfer. On the other hand, I have made numerous attempts to contact your business through telephone, email, and the client portal. My attempts at reaching someone from your business have been unsuccessful thus far. I have not heard back from anyone in your business yet and this is very disappointing. To add, this has caused great financial, emotional, and mental stress on me and my family. I feel as though I am being scammed on a few levels. To date, I have made payments to your business totaling **\$5368.00**. I am requesting that all my money be refunded back to me ASAP through my bank account which is the original method that you were receiving it. In the meantime, I expect to hear back from a member of your team within 7 business days or I will have no other choice but to pursue other means of getting my money refunded. If this issue is not resolved within two weeks, I will have no other choice but to contact the Better Business Bureau, social media, local news media, Federal Trade Commission, my local congressman's office, and the American Bar Association. I hope that we can resolve this matter asap.

I look forward to hearing from your company regarding my complaint and request.

Regards,


Arven Knight

00088



P.O. Box 513018, Los Angeles, CA 90051-1018
Tel. (949) 715-0644 · Fax (949) 315-4332
Support@LPGLaw.com

LEGAL SERVICES AGREEMENT

Legal Services

The Litigation Practice Group PC ("LPG") will provide debt validation services wherein it will assist you in removing erroneous or inaccurate information appearing on one or more of your credit reports by contesting debts appearing therein. This service is limited to information reported by creditors or purported creditors to credit bureaus. The purpose of this program is to challenge the legal validity of debts appearing on or being reported to credit bureaus. The cost of legal services rendered by LPG is set forth below, and those fees are earned by LPG for services rendered to you as set forth herein at the time such fees are paid.

Client Authorization

You authorize LPG to challenge, where applicable, any debts appearing in your credit report(s) that you believe to be in any way invalid, inaccurate, or otherwise without a legal basis. You also authorize LPG to obtain a copy of your credit report to assist in the process of analyzing your account and developing a strategy regarding the invalidation of debts that are excessive or otherwise unauthorized by law. You further authorize LPG, acting under power of attorney for you, to affix your signature to documents sent on your behalf in relation to the matters addressed herein.

Description of Services to be Performed

LPG will obtain your credit reports, analyze them, and develop strategies for correcting invalid or unlawful debts for which you should not be held legally responsible. Where appropriate, LPG will use existing laws and interact with creditors and credit bureaus on your behalf to invalidate your debts and remove such invalid debts from your credit reports. LPG will also interact with collection agencies, as applicable, to invalidate your debts by requiring them to supply evidence of your indebtedness to them, or any other legal mechanism. LPG will also consult with you regarding all aspects of the credit reporting process, including all laws applicable to the same. LPG will also investigate your delinquent accounts in order to determine the most effective method for invalidating your debts or otherwise removing any legal liability for such debts, up to and including the initiation of lawsuits on your behalf against your creditors and their third-party debt collectors.

In addition, if a lawsuit is filed against you, LPG will represent you in such a lawsuit and will not charge any additional fees for such representation provided such a lawsuit was initiated after the date you sign this Agreement. In the event a lawsuit was initiated against you before the date you execute this Agreement and you elect to have LPG represent you, an additional fee of \$500.00 will be charged. Where appropriate, if legal fees are recovered from an adverse party, LPG will retain such fees for its services. You will be responsible to pay any damages resulting from any lawsuit. Any costs incurred in a lawsuit will be paid by LPG out of the fees set forth below, including the fees of any attorney retained on your behalf in a jurisdiction in which LPG is not admitted to practice law. No additional payment from you to LPG will be necessary for the defense of any lawsuit filed against you after the date you execute this Agreement. You will, however, be responsible to pay any damages resulting from such lawsuits or any settlements reached in the course of such lawsuits.

Fees

You will pay the following fees for the legal services provided by LPG. No fee or other cost will be charged or collected other than the following. This is the only amount you have to pay for LPG's services, and this fee is fixed, such that it is earned the moment it is transmitted to LPG. Upon request, LPG will provide an update of the progress of services performed under this

agreement at reasonable intervals of no greater frequency than once a month.

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If an account is fully validated by a creditor, such that no further dispute to the validity of the account could be made, you will receive a full refund of the fees that you paid towards the invalidation of that account (i.e., you will be refunded the fees paid in proportion to the debt that was validated). Should you have an outstanding balance with LPG at the time your refund is issued on the validated account, any refund will first be applied towards the outstanding balance. A client can elect to move to a debt settlement service on any validated account in lieu of obtaining a refund. If a client makes such an election, fees will no longer be collected for such account and debt settlement services will be performed for no additional fees.

Debt Settlement

If LPG is unable to invalidate any debt, you may elect to have LPG negotiate a settlement on your behalf with the concerned creditor without any additional fees being charged to or incurred by you for such service. Any settlement reached with any such creditor shall be your responsibility. At the point that you reach a settlement with such creditor, your payment to LPG will be reduced and re-amortized to adjust for the settled account being removed from the representation herein contemplated. Please see the refund policy above for more details.

Actions Required of You

You agree to provide LPG with any and all correspondence you receive from any creditor, credit bureau, attorney, or court of law. You further agree to keep a log of all communications, including telephonic and electronic communications, from any creditor or credit reporting agency.

Right to Conduct Business Electronically and Contact You

You agree that LPG may contact you electronically and telephonically and that any and all business with LPG may be conducted electronically. You further agree that LPG may transmit data, including that regarding your credit profile, electronically. You further agree that any electronic communication carries the risk of disclosure to a third party and that LPG will not be held responsible for any such inadvertent disclosure of information. A facsimile or email transmission of this signed agreement, via an email attachment or otherwise, will be as valid as the original. This agreement may not be modified except in writing by both parties.

Client Acknowledgements

By signing this agreement, you acknowledge that LPG has not instructed you to breach any contract, fail to make any required payment, or fail to perform any obligation you have lawfully incurred. LPG reserves the right to terminate this agreement if (a) client fails to make timely payment of the amount due under hereunder or (b) the client's payments are returned multiple times for any reason. LPG will not pay your debts and does not guarantee that any debt you now have or may incur will be invalidated or settled in association with LPG's services. You understand and agree that you must forward any communication you receive in printed or electronic form from any creditor, court, or representative of other a creditor or a court to support@lpglaw.com and that you must keep a log of all telephonic communications with any creditor or credit reporting agency. **Do not sign this agreement until you have received and read the information statements and notices of cancellation required by state and federal law, even if otherwise advised. By signing this agreement, you acknowledge receipt of these disclosures prior to the time of signing and agree to the terms of this agreement. You, the client, may cancel this agreement at any time before midnight CST of the 5th day after the date of execution of this agreement via an email to support@lpglaw.com. In addition, you, the client may terminate LPG's services under this agreement at any time via an email to support@lpglaw.com.**

Client Signature: _____

Date: 8/5/2021

Co-Applicant Signature: _____

Date: _____

Creditor Information

<u>Creditor</u>	<u>Account #</u>	<u>Amount Owed</u>
<u>NAVY FCU</u>	██████████9410	<u>\$10,480.00</u>
<u>SYNCBVALUEC</u>	██████████1223	<u>\$1,835.00</u>
<u>CBJCREW</u>	██████████1478	<u>\$1,381.00</u>
<u>Capital One</u>	██████████3883	<u>\$932.00</u>
		<u>\$14,628.00</u>

Client Information

Name: Arven Knight

Address: 1805 23rd Street Se Apt. 252b, Washington DC 20020

Home Phone: 202-680-2347

Cell Phone:

Email: arvenk@aol.com

Last 4 SSN: XXX-XX-4317

Co-Client Information

Name:

Address: ,

Home Phone:

Cell Phone:

Email:

Last 4 SSN:

Schedule of Payments

I agree to this payment schedule – Client Initials: ly

Payment #	Process Date	Amount
1	Aug 24, 2021	\$257.61
2	Sep 30, 2021	\$257.61
3	Nov 01, 2021	\$257.61
4	Nov 30, 2021	\$257.61
5	Dec 30, 2021	\$257.61
6	Jan 31, 2022	\$257.61
7	Mar 02, 2022	\$257.61
8	Mar 30, 2022	\$257.61
9	May 02, 2022	\$257.61
10	May 31, 2022	\$257.61
11	Jun 30, 2022	\$257.61
12	Aug 01, 2022	\$257.61
13	Aug 30, 2022	\$257.61
14	Sep 30, 2022	\$257.61
15	Oct 31, 2022	\$257.61
16	Nov 30, 2022	\$257.61
17	Dec 30, 2022	\$257.61
18	Jan 30, 2023	\$257.61
19	Mar 02, 2023	\$257.61
20	Mar 30, 2023	\$257.61
21	May 01, 2023	\$257.61
22	May 30, 2023	\$257.55

Electronic Payment Authorization

Bank Name: PENTAGON FEDERAL CREDIT UNION

Name on Account: Arven Knight

Account Type: Checking

Other (specify): _____

Routing Number: [REDACTED]

Account Number: [REDACTED]

Next Payment Date: Aug 24, 2021 Amount: \$ 257.61

Recurring Payment Date: 30th

By signing below, I authorize and permit LPG or their designees, EPPS, Omnifund, Equipay, Forte, a CSG Company, or Authorize.NET to initiate electronic funds transfer via an Automated Clearing House system (ACH) from my account listed above. I will also provide LPG with a voided check or savings deposit slip.

If necessary, LPG may make adjustments if errors have occurred during the transaction. The date of the draft is listed above, however, if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. This authority will remain in effect until LPG is notified by the member in writing at least 5 days prior to the next scheduled draft date. No other forms of cancellation by members will be observed. If the debit is returned because of non-sufficient funds or uncollected funds, then the originator and its financial institution may reinitiate the entry up to two (2) times. The reversal of funds from a client's account that was drafted in error cannot be made until seven business days from the draft date. The member agrees to waive all rights of reversal or refusal of any payment on any draft that LPG may make against the member's bank account while services are performed. The member agrees with all of the provisions and conditions outlined within.

Acknowledgment of Refunds & Draft Date Changes

ACH Refunds: If a refund is due such will be made through the ACH process only if the fees were made through the ACH process. All refunds may take up to 10 days to process. In the event my EFT or draft is returned from my bank unpaid, I agree that a fee of \$25.00 or as allowed by law may be charged to my account via draft or EFT. Furthermore, I warrant that I am authorized to execute this payment authorization and the above information is true and correct. Draft Date Changes: A client may stop any ACH debit by providing written notice to LPG at least five (5) business days prior to the scheduled payment. If you should need to notify us of your intent to cancel and/or revoke this authorization you must contact us five (5) days prior to the questioned debit being initiated. Please call us at 949-229-6262 or at support@lpglaw.com.

Client Signature:

Date: 8/5/2021

Printed Name: Arven Knight

Electronic Funds Transfer (EFT) Authorization to Debit Bank Account

Account Owner Name: Arven Knight

Social Security Number: [REDACTED]

Birth Date: [REDACTED]

Address: 1805 23rd Street Se Apt. 252b

City: Washington

State: DC Zip: 20020

Mobile Phone #:

Bank Name: PENTAGON FEDERAL CREDIT UNION

Routing Number: [REDACTED]


Account Number: [REDACTED]

Total Amount of Debit: \$257.61 Date of Next Debit: Aug 24, 2021 Checking or Saving: Checking

I hereby apply for and agree to establish a non-interest bearing special purpose account (the "Account") with a bank ("Bank") selected by EPPS, LLC and/or its successors for the purpose of accumulating funds to pay for such goods and services as I so direct EPPS, LLC to perform. This application is subject to Bank's customer identification program, as required by the USA PATRIOT ACT and other applicable laws, and accordingly, I hereby represent that the above information is true and complete to the best of my knowledge and belief. The bank account information provided above may be subject to account validation processes to include pre-notation and a \$0.01 micro-deposit.

Schedule of Fees and Charges	
Monthly Banking Fee	Included
ACH/EFT Fee Per Transaction	Included
Chargeback/Late Return Fee	Included
NSF Fee	Included
Account Closer Fee	Included
PREMIUM DISBURSEMENT SERVICES	
Wire Transfer	Included
FedEx/Overnight Next Day	Included
2 nd Day Check With Tracking	Included

I hereby authorize Bank, directly or through EPPS, LLC, and/or its service providers, to administer the account on my behalf by (a) periodically transferring and depositing funds to the Account, via any payment media currently in use, and (b) periodically disbursing funds from the Account pursuant to instructions that I may give from time to time. I hereby authorize payments from the Account for the fees and charges provided for in this application and in the agreement. I hereby grant permission for Bank to share information regarding the Account with EPPS, LLC, and any other service provider to facilitate the transactions I may initiate that involve the Account, and with any other party that is essential to the administration of the Account on my behalf. My signature below provides permission to be contacted by phone at the number provided with this authorization. A payment reminder will be sent to your phone number via Text Messaging prior to the payment scheduled above. This authorization shall remain in full force and effect until I provide a verbal or written termination notice to EPPS. Any such notice, and any other written notice that is provided for in this Application or the Agreement, shall be sent to EPPS, LLC at the address set forth in the Agreement. "EPPS-Ph# 800-215-3484" will appear on your bank statement

Account Holder's Signature: 

Date: 8/5/2021



Your Document Was Successfully Signed!

Congratulations, your document(s) was successfully signed. Please find details below related to your e-signature submission.

Signing Details

Document ID

4165177

Signer Email

arvenk@aol.com

Document Title

LSA - LPG - English

Signer IP Address

172.58.188.54

Sender IP Address

184.177.21.253

Timestamp

2021-08-05T16:50:50-05:00

Number Of Signers

1

Document MD5 Hash

d41d8cd98f00b204e9800998ecf8427e

Document Audit

- ✓ Sent at 2021-08-05T16:48:28-05:00 from IP 184.177.21.253
- ✓ Delivered to arvenk@aol.com at 2021-08-05T16:49:59-05:00 from 172.58.188.54
- ✓ Adopted Signature at 2021-08-05T16:50:17-05:00 from 172.58.188.54
- ✓ Completed Signing at 2021-08-05T16:50:50-05:00 from 172.58.188.54
- ✓ PDF Generated at 2021-08-05T16:50:50-05:00

Sending Agent

Mozilla/5.0 (iPhone; CPU iPhone OS 14_6 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/14.1.1 Mobile/15E148 Safari/604.1

Exhibit "C"

Fill in this information to identify the case:

Debtor 1 The Litigation Practice Group P C
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court Central District of California
Case number: 23-10571

FILED
U.S. Bankruptcy Court
Central District of California
5/30/2023
Kathleen J. Campbell, Clerk

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Abigail Beaudin</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>Abby Beaudin</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Abigail Beaudin</u> Name <u>64 Thompson Street, APT 16</u> <u>New York, NY 10012-64</u> Contact phone <u>920-627-3794</u> Contact email <u>abbybeaudin@gmail.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) _____ Name Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:	6262										
7. How much is the claim?	\$ 19017.60	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).										
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. fraudulent legal services by a disbarred, misrepresenting attorney and debt settlement scam program											
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) <table style="width: 100%;"> <tr> <td style="width: 50%;">Value of property:</td> <td style="width: 50%;">\$ _____</td> </tr> <tr> <td>Amount of the claim that is secured:</td> <td>\$ _____</td> </tr> <tr> <td>Amount of the claim that is unsecured:</td> <td>\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Amount necessary to cure any default as of the date of the petition:</td> <td style="width: 40%;">\$ _____</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Annual Interest Rate (when case was filed)</td> <td style="width: 40%;">_____ %</td> </tr> </table> <input type="checkbox"/> Fixed <input type="checkbox"/> Variable		Value of property:	\$ _____	Amount of the claim that is secured:	\$ _____	Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)	Amount necessary to cure any default as of the date of the petition:	\$ _____	Annual Interest Rate (when case was filed)	_____ %
Value of property:	\$ _____											
Amount of the claim that is secured:	\$ _____											
Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)											
Amount necessary to cure any default as of the date of the petition:	\$ _____											
Annual Interest Rate (when case was filed)	_____ %											
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____											
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____											

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	<p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p> <p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____</p> <p><input type="checkbox"/> Up to \$3,350 * of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150 *) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies \$ _____</p> <p style="font-size: small;">* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.</p>	Amount entitled to priority
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Part 3: Sign Below

<p>The person completing this proof of claim must sign and date it. FRBP 9011(b).</p> <p>If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.</p> <p>A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.</p>	<p>Check the appropriate box:</p> <p><input checked="" type="checkbox"/> I am the creditor.</p> <p><input type="checkbox"/> I am the creditor's attorney or authorized agent.</p> <p><input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.</p> <p><input type="checkbox"/> I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.</p> <p>I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed on date <u>5/30/2023</u></p> <p style="text-align: center;">MM / DD / YYYY</p> <p><u>/s/ Abigail Beaudin</u></p> <p>Signature</p> <p>Print the name of the person who is completing and signing this claim:</p> <p>Name <u>Abigail Beaudin</u></p> <p style="text-align: center;">First name Middle name Last name</p> <p>Title <u>Client / Creditor / Victim</u></p> <p>Company _____</p> <p>Address <u>64 Thompson Street, APT 16</u></p> <p style="text-align: center;">Identify the corporate servicer as the company if the authorized agent is a servicer</p> <p style="text-align: center;">Number Street</p> <p style="text-align: center;">New York, NY 10012</p> <p style="text-align: center;">City State ZIP Code</p> <p>Contact phone <u>920-627-3794</u> Email <u>abbybeaudin@gmail.com</u></p>
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LEGAL SERVICES AGREEMENT

Legal Services

The Litigation Practice Group PC (“LPG”) will provide debt validation services wherein it will assist you in removing erroneous or inaccurate information appearing on one or more of your credit reports by contesting debts appearing therein. This service is limited to information reported by creditors or purported creditors to credit bureaus. The purpose of this program is to challenge the legal validity of debts appearing on or being reported to credit bureaus. The cost of legal services rendered by LPG is set forth below, and those fees are earned by LPG for services rendered to you as set forth herein at the time such fees are paid.

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Client Signature:

Abigail Beaudin

Date: 11/2/2020

Co-Applicant Signature

Date: _____

Creditor Information

<u>Creditor</u>	<u>Account #</u>	<u>Amount Owed</u>
<u>JPMCB CARD</u>	<u>****9324</u>	<u>\$17,645.00</u>
<u>Tally</u>	<u>6763</u>	<u>\$15,468.00</u>
-		<u>\$33,113.00</u>

Client Information

Name: Abigail Beaudin

Address: 64 Thompson St Apt 16, , New York City NY 10012

Home Phone: 920-627-3794

Cell Phone: 920-627-3794

Email: abbybeaudin@gmail.com

Last 4 SSN: XXX-XX-6207

Co-Client Information

Name:

Address: , ,

Home Phone:

Cell Phone:

Email:

Last 4 SSN:

Schedule of Payments

I agree to this payment schedule – Client Initials: AB

Payment #	Process Date	Amount
1	Nov 16, 2020	\$197.46
2	Dec 01, 2020	\$197.46
3	Dec 15, 2020	\$197.46
4	Jan 04, 2021	\$197.46
5	Jan 15, 2021	\$197.46
6	Feb 01, 2021	\$197.46
7	Feb 16, 2021	\$197.46
8	Mar 01, 2021	\$197.46
9	Mar 15, 2021	\$197.46
10	Apr 01, 2021	\$197.46
11	Apr 15, 2021	\$197.46
12	May 03, 2021	\$197.46
13	May 17, 2021	\$197.46
14	Jun 01, 2021	\$197.46
15	Jun 15, 2021	\$197.46
16	Jul 01, 2021	\$197.46
17	Jul 15, 2021	\$197.46
18	Aug 02, 2021	\$197.46
19	Aug 16, 2021	\$197.46
20	Sep 01, 2021	\$197.46
21	Sep 15, 2021	\$197.46
22	Oct 01, 2021	\$197.46
23	Oct 15, 2021	\$197.46
24	Nov 01, 2021	\$197.46
25	Nov 15, 2021	\$197.46
26	Dec 01, 2021	\$197.46
27	Dec 15, 2021	\$197.46
28	Jan 03, 2022	\$197.46
29	Jan 18, 2022	\$197.46
30	Feb 01, 2022	\$197.46
31	Feb 15, 2022	\$197.46
32	Mar 01, 2022	\$197.46
33	Mar 15, 2022	\$197.46
34	Apr 01, 2022	\$197.46
35	Apr 15, 2022	\$197.46
36	May 02, 2022	\$197.46
37	May 16, 2022	\$197.46
38	Jun 01, 2022	\$197.46
39	Jun 15, 2022	\$197.46
40	Jul 01, 2022	\$197.46
41	Jul 15, 2022	\$197.46
42	Aug 01, 2022	\$197.46
43	Aug 15, 2022	\$197.46
44	Sep 01, 2022	\$197.46
45	Sep 15, 2022	\$197.46
46	Oct 03, 2022	\$197.46
47	Oct 17, 2022	\$197.46
48	Nov 01, 2022	\$197.46

49	Nov 15, 2022	\$197.46
50	Dec 01, 2022	\$197.46
51	Dec 15, 2022	\$197.46
52	Jan 03, 2023	\$197.46
53	Jan 17, 2023	\$197.46
54	Feb 01, 2023	\$197.46
55	Feb 15, 2023	\$197.46
56	Mar 01, 2023	\$197.46
57	Mar 15, 2023	\$197.46
58	Apr 03, 2023	\$197.46
59	Apr 17, 2023	\$197.46
60	May 01, 2023	\$197.46
61	May 15, 2023	\$197.46
62	Jun 01, 2023	\$197.46
63	Jun 15, 2023	\$197.46
64	Jul 03, 2023	\$197.46
65	Jul 17, 2023	\$197.46
66	Aug 01, 2023	\$197.46
67	Aug 15, 2023	\$197.46
68	Sep 01, 2023	\$197.46
69	Sep 15, 2023	\$197.46
70	Oct 02, 2023	\$197.46
71	Oct 16, 2023	\$197.46
72	Nov 01, 2023	\$197.31

Electronic Payment Authorization

Bank Name: Wells Fargo Bank

Name on Account: Abigail R Beaudin

Account Type: Savings

____ Other (specify: _____)

Routing Number: [REDACTED]

Account Number: [REDACTED]

Next Payment Date: Nov 16, 2020 Amount: \$ 197.46

Recurring Payment Date: 15th

By signing below, I authorize and permit LPG or their designees, to initiate electronic funds transfer via an Automated Clearing House system (ACH) from my account listed above. I will also provide LPG with a voided check or savings deposit slip.

If necessary, LPG may make adjustments if errors have occurred during the transaction. The date of the draft is listed above, however, if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. This authority will remain in effect until LPG is notified by the member in writing at least 5 days prior to the next scheduled draft date. No other forms of cancellation by member will be observed. If the debit is returned because of non-sufficient funds of uncollected funds, then the originator and its financial institution may reinitiate the entry up to two (2) times. The reversal of funds from a client's account that was drafted in error cannot be made until seven business days from the draft date. The member agrees to waive all rights of reversal or refusal of any payment on any draft that LPG may make against the member's bank account while services are performed. The member agrees with all of the provisions and conditions outlined within.

Acknowledgement of Refunds & Draft Date Changes

ACH Refunds: If a refund is due such will be made through the ACH process only if the fees were made through the ACH process. All refunds may take up to 10 days to process. In the event my EFT or draft is returned from my bank unpaid, I agree that a fee of \$25.00 or as allowed by law may be charged to my account via draft or EFT. Furthermore, I warrant that I am authorized to execute this payment authorization and the above information is true and correct. Draft Date Changes: A client may stop any ACH debit by providing written notice to LPG at least five (5) business days prior to the scheduled payment. If you should need to notify us of your intent to cancel and/or revoke this authorization you must contact us five (5) days prior to the questioned debit being initiated. Please call us at 949-229-6262 or admin@coastprocessing.com.

Client Signature:

Abigail Beaudin

Date: 11/2/2020

Printed Name:

Abigail Beaudin

Electronic Funds Transfer (EFT) Authorization to Debit Bank Account

Account Owner Name: Abigail R Beaudin

Social Security Number: [REDACTED]

Birth Date: [REDACTED]

Address: 64 Thompson St Apt 16

City: New York City

State: NY

Zip: 10012

Mobile Phone #:

Bank Name: Wells Fargo Bank

Routing Number: [REDACTED]

Account Number: [REDACTED]

Total Amount of Debit: \$197.46

Date of Next Debit: Nov 16, 2020

Checking or Saving: Savings

I hereby apply for and agree to establish a non-interest bearing special purpose account (the "Account") with a bank ("Bank") selected by EPPS, LLC and/or its successors for the purpose of accumulating funds to pay for such goods and services as I so direct EPPS, LLC to perform. This application is subject to Bank's customer identification program, as required by the USA PATRIOT ACT and other applicable laws, and accordingly, I hereby represent that the above information is true and complete to the best of my knowledge and belief. The bank account information provided above may be subject to account validation processes to include pre-notation and a \$0.01 micro-deposit.

Schedule of Fees and Charges	
Monthly Banking Fee:	Included
ACH/EFT Fee Per Transaction	Included
Chargeback/Late Return Fee	Included
NSF Fee	Included
Account Closer Fee	Included
PREMIUM DISBURSEMENT SERVICES	
Wire Transfer	Included
FedEx/Overnight Next Day	Included
2 nd Day Check With Tracking	Included

I hereby authorize Bank, directly or through EPPS, LLC, and/or its service providers, to administer the Account on my behalf by (a) periodically transferring and depositing funds to the Account, via any payment media currently in use, and (b) periodically disbursing funds from the Account pursuant to instructions that I may give from time to time. I hereby authorize payments from the Account for the fees and charges provided for in this application and in the agreement. I hereby grant permission for Bank to share information regarding the Account with EPPS, LLC and any other service provider to facilitate the transactions I may initiate that involve the Account, and with any other party that is essential to the administration of the Account on my behalf. My signature below provides permission to be contacted by phone at the number provided with this authorization. A payment reminder will be sent to your phone number via Text Messaging prior to the payment scheduled above. This authorization shall remain in full force and effect until I provide a verbal or written termination notice to EPPS. Any such notice, and any other written notice that is provided for in this Application or the Agreement, shall be sent to EPPS, LLC at the address set forth in the Agreement. "EPPS-Ph# 800-215-3484" will appear on your bank statement

Account Holder's Signature: *Abigail Beaudin*

Date: 11/2/2020



Your Document Was Successfully Signed!

Congratulations, your document(s) was successfully signed. Please find details below related to your e-signature submission.

Signing Details

Document ID
3065644

Document Title
Legal Service Agreement with LPG (English)

Sender IP Address
45.22.90.58

Number Of Signers
1

Signer Email
abbybeaudin@gmail.com

Signer IP Address
98.7.225.66

Timestamp
2020-11-02T14:13:11-06:00

Document MD5 Hash
d41d8cd98f00b204e9800998ecf8427e

Document Audit

- ✓ Sent at 2020-11-02T14:05:22-06:00 from IP 45.22.90.58
- ✓ Delivered to abbybeaudin@gmail.com at 2020-11-02T14:05:51-06:00 from 98.7.225.66
- ✓ Adopted Signature at 2020-11-02T14:06:06-06:00 from 98.7.225.66
- ✓ Completed Signing at 2020-11-02T14:13:10-06:00 from 98.7.225.66
- ✓ PDF Generated at 2020-11-02T14:13:11-06:00

Sending Agent
Mozilla/5.0 (Macintosh; Intel Mac OS X 10_14_6) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/86.0.4240.80 Safari/537.36

⊕	04/17/23	LPG Law 9492296262 230416 Abigail Beaudin	\$316.96
⊕	04/05/23	LPG Law 9492296262 230404 Abigail Beaudin	\$316.96
⊕	03/01/23	LPG 949-229-6262 DIRECT PAY 022823 230228S2SO95CPE ABIGAILRBEAUDIN	\$316.96
⊕	02/15/23	LPG 949-229-6262 DIRECT PAY 021423 230214G4HNBQ6VR ABIGAILRBEAUDIN	\$316.96
⊕	02/01/23	LPG 949-229-6262 DIRECT PAY 013123 230131NACHCCTA9 ABIGAILRBEAUDIN	\$316.96
⊕	01/17/23	LPG 949-229-6262 DIRECT PAY 011623 230116CJDBH6O5O ABIGAILRBEAUDIN	\$316.96
⊕	01/03/23	LPG 949-229-6262 DIRECT PAY 123022 221230BL1C7RDAM ABIGAILRBEAUDIN	\$316.96
⊕	12/15/22	LPG 949-229-6262 DIRECT PAY SD1700 221215NX29RLLHC ABIGAILRBEAUDIN	\$316.96
⊕	12/01/22	LPG 949-229-6262 DIRECT PAY 113022 22113080FOYQ0IQ ABIGAILRBEAUDIN	\$316.96
⊕	11/15/22	LPG 949-229-6262 DIRECT PAY 111422 221114IDHS6VTCY ABIGAILRBEAUDIN	\$316.96
⊕	11/01/22	LPG 949-229-6262 DIRECT PAY 103122 221031KVB2OX0MT ABIGAILRBEAUDIN	\$316.96
⊕	10/17/22	LPG 949-229-6262 DIRECT PAY 101422 221014BOI758ETD ABIGAILRBEAUDIN	\$316.96
⊕	10/03/22	LPG 949-229-6262 DIRECT PAY 093022 220930TSYCOPKW5 ABIGAILRBEAUDIN	\$316.96
⊕	09/16/22	LPG Legal Serv 91354473 LPG 9492296262	\$316.96
⊕	09/02/22	LPG Legal Serv 91303042 LPG 9492296262	\$316.96
⊕	08/16/22	LPG Legal Serv 91245123 LPG 9492296262	\$316.96
⊕	08/02/22	LPG Legal Serv 91192707 LPG 9492296262	\$316.96
⊕	07/18/22	LPG Legal Serv 91136034 LPG 9492296262	\$316.96
⊕	07/05/22	LPG Legal Serv 91085130 LPG 9492296262	\$316.96

⊕	07/05/22	LPG Legal Serv 91085130 LPG 9492296262		\$316.96
⊕	06/16/22	LPG Legal Serv 91031061 LPG 9492296262		\$316.96
⊕	06/02/22	LPG Legal Serv 90989813 LPG 9492296262		\$316.96
⊕	05/25/22	LPG LPG Refund May 25 XXXXX6916 Abigail Beaudin	\$351.96	
⊕	05/16/22	LPG 9492296161 May 16 1049550302 ABIGAILRBEAUDIN		\$316.96
⊕	05/03/22	LPG Legal Serv 90917792 LPG 9492296262		\$316.96
⊕	04/18/22	LPG Legal Serv 90875560 LPG 9492296262		\$316.96
⊕	04/08/22	LPG 9492296262 Apr 08 1049550272 ABIGAILRBEAUDIN		\$316.96
⊕	04/07/22	LPG 9492296262 Apr 07 1049550278 ABIGAILRBEAUDIN		\$316.96
⊕	03/15/22	LPG 9492296262 Mar 15 1049550278 ABIGAILRBEAUDIN		\$316.96
⊕	03/01/22	LPG 9492296262 Mar 01 1049550272 ABIGAILRBEAUDIN		\$316.96
⊕	02/15/22	LPG 9492296262 Feb 15 1049550266 ABIGAILRBEAUDIN		\$316.96
⊕	02/01/22	LPG 9492296262 Feb 01 1049550260 ABIGAILRBEAUDIN		\$316.96
⊕	01/18/22	LPG 9492296262 Jan 18 1049550254 ABIGAILRBEAUDIN		\$316.96
⊕	01/04/22	OVERDRAFT FEE FOR A TRANSACTION POSTED ON 01/03 \$316.96 LPG 9492296262 Jan 03 1049550248 ABIGAILRBEAUDIN		\$35.00
⊕	01/03/22	LPG 9492296262 Jan 03 1049550248 ABIGAILRBEAUDIN		\$316.96
⊕	12/15/21	LPG 9492296262 Dec 15 1049550242 ABIGAILRBEAUDIN		\$316.96
⊕	12/01/21	LPG 9492296262 Dec 01 1049550236 ABIGAILRBEAUDIN		\$316.96

Exhibit "D"

Fill in this information to identify the case:

Debtor 1 The Litigation Practice Group P C
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court Central District of California
Case number: 23-10571

FILED
U.S. Bankruptcy Court
Central District of California
5/30/2023
Kathleen J. Campbell, Clerk

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Hunter Hastings Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Hunter Hastings Name 26847 Ellis Mill Rd Seaford, DE 19973 Contact phone <u>3023395462</u> Contact email <u>hunterhastings94@yahoo.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) _____ Name _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____										
7. How much is the claim?	\$ 10021.56 <div style="float: right; text-align: right;"> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). </div>										
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. Services rendered for debt validation services that were incomplete										
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) <table style="width: 100%;"> <tr> <td style="width: 50%;">Value of property:</td> <td style="width: 50%;">\$ _____</td> </tr> <tr> <td>Amount of the claim that is secured:</td> <td>\$ _____</td> </tr> <tr> <td>Amount of the claim that is unsecured:</td> <td>\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Amount necessary to cure any default as of the date of the petition:</td> <td style="width: 40%;">\$ _____</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Annual Interest Rate (when case was filed)</td> <td style="width: 40%;">_____ %</td> </tr> </table> <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	Value of property:	\$ _____	Amount of the claim that is secured:	\$ _____	Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)	Amount necessary to cure any default as of the date of the petition:	\$ _____	Annual Interest Rate (when case was filed)	_____ %
Value of property:	\$ _____										
Amount of the claim that is secured:	\$ _____										
Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)										
Amount necessary to cure any default as of the date of the petition:	\$ _____										
Annual Interest Rate (when case was filed)	_____ %										
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____										
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____										

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	<p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p> <p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____</p> <p><input type="checkbox"/> Up to \$3,350 * of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150 *) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies \$ _____</p> <p style="font-size: small;">* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.</p>	Amount entitled to priority
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Part 3: Sign Below

<p>The person completing this proof of claim must sign and date it. FRBP 9011(b).</p> <p>If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.</p> <p>A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.</p>	<p>Check the appropriate box:</p> <p><input checked="" type="checkbox"/> I am the creditor.</p> <p><input type="checkbox"/> I am the creditor's attorney or authorized agent.</p> <p><input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.</p> <p><input type="checkbox"/> I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.</p> <p>I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed on date <u>5/30/2023</u></p> <p style="text-align: center;">MM / DD / YYYY</p> <p><u>/s/ Hunter Allen Hastings</u></p> <p>Signature</p> <p>Print the name of the person who is completing and signing this claim:</p> <p>Name <u>Hunter Allen Hastings</u></p> <p style="text-align: center;">First name Middle name Last name</p> <p>Title _____</p> <p>Company _____</p> <p>Address <u>26847 Ellis Mil Rd</u></p> <p style="text-align: center;">Number Street</p> <p style="text-align: center;">Seaford, DE 19973</p> <p style="text-align: center;">City State ZIP Code</p> <p>Contact phone _____ Email <u>hunterhastings94@yahoo.com</u></p>
--	--

Notice of Transition of Legal Services

From: LPG Law (support@lpglaw.com)

To: hunterhastings94@yahoo.com

Date: Wednesday, March 1, 2023 at 07:04 PM EST



Hello Hunter!

On behalf of the entire LPG team, I would like to extend my sincerest apologies for the poor customer service experience that you have recently experienced with our company. I understand that we have not met your expectations, appreciate your patience and understanding as our company works to improve our customer service.

Litigation Practice Group takes full responsibility for the inadequate service you have received, and I assure you that we are taking immediate steps to address the situation.

After careful consideration, I have decided to transfer your file in order to ensure that you receive the best legal services in the industry. Your legal services will be transferred to Consumer Legal Group ("CLG"), a law firm I know and trust, and have worked extensively with in past.

This law firm, which is larger and more experienced in the area of consumer rights, is based in Manhattan and has expertise fighting the largest banks and creditors in the nation. Its reputation has been built by attorneys across the country with a combined experience of more than 100 years of providing legal services to clients of all types. This transition will allow CLG, which I have worked with multiple times during my career, to manage your account and continue to provide a high level of service to you throughout your debt resolution process.

Based on a negotiation I managed to complete, the terms of your agreement will remain the same, and you will not be required to pay anything more than what was agreed in your contract. All your payments have been credited, and your monthly payment will remain on the same day and in the same amount.

The length of your program and contract are also the same. To be clear, your payment, the length of your program, and the services that you are offered will remain exactly the same and comes with a guarantee that if your debts are not resolved at the conclusion of your program, you will receive a full refund of the fees paid toward such debts. Just as with Litigation Practice Group, CLG will represent you in any lawsuit filed against you without any additional cost to you.

This transfer will be completed today, on February 28, 2023, and a representative from CLG will reach out to you to welcome you to their law firm. Consumer Legal Group can be reached at 212-920-1247 or support@consumerlegalgroup.com should you wish to contact them. I wish you the best of luck and success in completion of your journey to being debt free.

Regards,

Daniel S. March



The Litigation Practice Group

P.O. Box 513018
Los Angeles, CA 90051-1018

<https://litigationpracticegroup.com>

TO SPEAK WITH A TEAM MEMBER:

Call 949-229-6262 or Email support@lpglaw.com.



CONFIDENTIALITY AND DISCLAIMER NOTICE:

This email is intended for clients of the The Litigation Practice Group; also known as LPG. LPG is a debt resolution law firm, not a debt settlement company. We do not settle, consolidate, reduce, or pay your debts or offer any sort of loans or financing. Just a reminder that you are receiving this email because you are our client. This e-mail and any attachments are intended for the exclusive

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use of the intended recipient. If you are not the intended recipient, please delete this email. If you received this email in error, please notify the sender immediately by calling 949-229-6262, then delete this e-mail and any attachments. Any unauthorized use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. Nothing contained in this email shall form the basis of an attorney-client relationship or constitute a waiver of any privilege.

This email was sent by The Litigation Practice Group, P.O. Box 513018
Los Angeles, CA 90051-1018 . You are receiving this email because you have signed up for our service. If you wish to no longer receive emails from us you can unsubscribe but you may miss out on important information about your account.

[View this email in your browser](#)

[unsubscribe](#)

Important Payment Update Notice!

From: service@phoenixlaw.co (service@phoenixlaw.co)

To: hunterhastings94@yahoo.com

Date: Wednesday, March 29, 2023 at 03:40 PM EDT



(424) 622-4044

www.phoenixlaw.co

6080 Center Drive 6th Floor Los Angeles, CA 90045

Dear Valued Client,

Congratulations and welcome to Phoenix Law PC! We are excited to have the opportunity to serve as your counsel through the process of resolving your debt. We understand that you have been represented by and have worked with Litigation Practice Group for some time, and that you are now at the tail end of your journey to becoming debt free.

As we transition your file from LPG to Phoenix Law, our attorneys will review your current status and determine the best strategies to employ to complete your representation. It is our understanding that another law firm, Consumer Legal Group, may have contacted you. We have spoken with LPG and Consumer Legal Group and have confirmed that your file was supposed to be assigned Phoenix Law. One of our representatives will contact you soon to discuss the process of transitioning your file and update you regarding the status of your file. In the meantime, if you have any questions please do not hesitate to contact us at 424 622 4044.

Regards,

Ty Carrs

Managing Attorney, Phoenix Law

LPG Account Update

From: Administration LPG (administration@lpglaw.com)

Date: Wednesday, March 29, 2023 at 04:26 PM EDT

Dear Valued Client

I am writing on behalf of Litigation Practice Group to update you regarding the transition of your account. We wanted to convey our sincere apologies for the erroneous transfer of your file to Consumer Legal Group. It was our intention to transfer your file to Phoenix Law PC for servicing, but by mistake your file was sent to Consumer Legal Group. We have corrected this error and your file has now been assigned to Phoenix Law PC. A representative from Phoenix Law PC will contact you to discuss your account and how they will assist you as you complete the process of resolving your debt.

If you have any questions or would like to speak with a representative now, please contact Phoenix Law PC at 424-622-4044.

Sincerely,

Daniel S. March
Managing Shareholder, LPG



NOTICE This email message (including any attachment) may contain material that is confidential and/or legally privileged. Unless you are the intended recipient or are authorized to receive information for the intended recipient, you may not use, copy, or disclose any part of this message. If you have received this message in error, please notify us and delete all copies of it. Thank you.

Notice of Transition of Legal Services

From: LPG Law (support@lpglaw.com)

To: hunterhastings94@yahoo.com

Date: Wednesday, March 1, 2023 at 07:04 PM EST



Hello Hunter!

On behalf of the entire LPG team, I would like to extend my sincerest apologies for the poor customer service experience that you have recently experienced with our company. I understand that we have not met your expectations, appreciate your patience and understanding as our company works to improve our customer service.

Litigation Practice Group takes full responsibility for the inadequate service you have received, and I assure you that we are taking immediate steps to address the situation.

After careful consideration, I have decided to transfer your file in order to ensure that you receive the best legal services in the industry. Your legal services will be transferred to Consumer Legal Group ("CLG"), a law firm I know and trust, and have worked extensively with in past.

This law firm, which is larger and more experienced in the area of consumer rights, is based in Manhattan and has expertise fighting the largest banks and creditors in the nation. Its reputation has been built by attorneys across the country with a combined experience of more than 100 years of providing legal services to clients of all types. This transition will allow CLG, which I have worked with multiple times during my career, to manage your account and continue to provide a high level of service to you throughout your debt resolution process.

Based on a negotiation I managed to complete, the terms of your agreement will remain the same, and you will not be required to pay anything more than what was agreed in your contract. All your payments have been credited, and your monthly payment will remain on the same day and in the same amount.

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The length of your program and contract are also the same. To be clear, your payment, the length of your program, and the services that you are offered will remain exactly the same and comes with a guarantee that if your debts are not resolved at the conclusion of your program, you will receive a full refund of the fees paid toward such debts. Just as with Litigation Practice Group, CLG will represent you in any lawsuit filed against you without any additional cost to you.

This transfer will be completed today, on February 28, 2023, and a representative from CLG will reach out to you to welcome you to their law firm. Consumer Legal Group can be reached at 212-920-1247 or support@consumerlegalgroup.com should you wish to contact them. I wish you the best of luck and success in completion of your journey to being debt free.

Regards,

Daniel S. March



The Litigation Practice Group

P.O. Box 513018
Los Angeles, CA 90051-1018

<https://litigationpracticegroup.com>

TO SPEAK WITH A TEAM MEMBER:

Call 949-229-6262 or Email support@lpglaw.com.



CONFIDENTIALITY AND DISCLAIMER NOTICE:

This email is intended for clients of the The Litigation Practice Group; also known as LPG. LPG is a debt resolution law firm, not a debt settlement company. We do not settle, consolidate, reduce, or pay your debts or offer any sort of loans or financing. Just a reminder that you are receiving this email because you are our client. This e-mail and any attachments are intended for the exclusive

use of the intended recipient. If you are not the intended recipient, please delete this email. If you received this email in error, please notify the sender immediately by calling 949-229-6262, then delete this e-mail and any attachments. Any unauthorized use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. Nothing contained in this email shall form the basis of an attorney-client relationship or constitute a waiver of any privilege.

This email was sent by The Litigation Practice Group, P.O. Box 513018
Los Angeles, CA 90051-1018 . You are receiving this email because you have signed up for our service. If you wish to no longer receive emails from us you can unsubscribe but you may miss out on important information about your account.

[View this email in your browser](#)

[unsubscribe](#)



LEGAL SERVICES AGREEMENT

Legal Services

The Litigation Practice Group PC (“LPG”) will provide debt validation services wherein it will assist you in removing erroneous or inaccurate information appearing on one or more of your credit reports by contesting debts appearing therein. This service is limited to information reported by creditors or purported creditors to credit bureaus. The purpose of this program is to challenge the legal validity of debts appearing on or being reported to credit bureaus. The cost of legal services rendered by LPG is set forth below, and those fees are earned by LPG for services rendered to you as set forth herein at the time such fees are paid.

Client Authorization

You authorize LPG to challenge, where applicable, any debts appearing in your credit report(s) that you believe to be in any way invalid, inaccurate, or otherwise without a legal basis. You also authorize LPG to obtain a copy of your credit report to assist in the process of analyzing your account and developing a strategy regarding the invalidation of debts that are excessive or otherwise unauthorized by law. You further authorize LPG, acting under power of attorney for you, to affix your signature to documents sent on your behalf in relation to the matters addressed herein.

Description of Services to be Performed

LPG will obtain your credit reports, analyze them, and develop strategies for correcting invalid or unlawful debts for which you should not be held legally responsible. Where appropriate, LPG will use existing laws and interact with creditors and credit bureaus on your behalf to invalidate your debts and remove such invalid debts from your credit reports. LPG will also interact with collection agencies, as applicable, to invalidate your debts by requiring them to supply evidence of your indebtedness to them, or any other legal mechanism. LPG will also consult with you regarding all aspects of the credit reporting process, including all laws applicable to the same. LPG will also investigate your delinquent accounts in order to determine the most effective method for invalidating your debts or otherwise removing any legal liability for such debts, up to and including the initiation of lawsuits on your behalf against your creditors and their third-party debt collectors.

In addition, if a lawsuit is filed against you, LPG will represent you in such a lawsuit and will not charge any additional fees for such representation provided such a lawsuit was initiated after the date you sign this Agreement. In the event a lawsuit was initiated against you before the date you execute this

Agreement and you elect to have LPG represent you, an additional fee of \$500.00 will be charged. Where appropriate, if legal fees are recovered from an adverse party, LPG will retain such fees for its services. You will be responsible to pay any damages resulting from any lawsuit. Any costs incurred in a lawsuit will be paid by LPG out of the fees set forth below, including the fees of any attorney retained on your behalf in a jurisdiction in which LPG is not admitted to practice law. No additional payment from you to LPG will be necessary for the defense of any lawsuit filed against you after the date you execute this Agreement. You will, however, be responsible to pay any damages resulting from such lawsuits or any settlements reached in the course of such lawsuits.

Fees

You will pay the following fees for the legal services provided by LPG. No fee or other cost will be charged or collected other than the following. This is the only amount you have to pay for LPG's services, and this fee is fixed, such that it is earned the moment it is transmitted to LPG. Upon request, LPG will provide an update of the progress of services performed under this agreement at reasonable intervals of no greater frequency than once a month.

Refund Policy

If an account is fully validated by a creditor, such that no further dispute to the validity of the account could be made, you will receive a full refund of the fees that you paid towards the invalidation of that account (i.e., you will be refunded the fees paid in proportion to the debt that was validated). Should you have an outstanding balance with LPG at the time your refund is issued on the validated account, any refund will first be applied towards the outstanding balance. A client can elect to move to a debt settlement service on any validated account in lieu of obtaining a refund. If a client makes such an election, fees will no longer be collected for such account and debt settlement services will be performed for no additional fees.

Debt Settlement

If LPG is unable to invalidate any debt, you may elect to have LPG negotiate a settlement on your behalf with the concerned creditor without any additional fees being charged to or incurred by you for such service. Any settlement reached with any such creditor shall be your responsibility. At the point that you reach a settlement with such creditor, your payment to LPG will be reduced and re-amortized to adjust for the settled account being removed from the representation herein contemplated. Please see the refund policy above for more details.

Actions Required of You

You agree to provide LPG with any and all correspondence you receive from any creditor, credit bureau, attorney, or court of law. You further agree to keep a log of all communications, including telephonic and electronic communications, from any creditor or credit reporting agency.


Right to Conduct Business Electronically and Contact You

You agree that LPG may contact you electronically and telephonically and that any and all business with LPG may be conducted electronically. You further agree that LPG may transmit data, including that regarding your credit profile, electronically. You further agree that any electronic communication carries the risk of disclosure to a third party and that LPG will not be held responsible for any such inadvertent disclosure of information. A facsimile or email transmission of this signed agreement, via an email attachment or otherwise, will be as valid as the original. This agreement may not be modified except in writing by both parties.

Client Acknowledgements

By signing this agreement, you acknowledge that LPG has not instructed you to breach any contract, fail to make any required payment, or fail to perform any obligation you have lawfully incurred. LPG reserves the right to terminate this agreement if (a) client fails to make timely payment of the amount due under hereunder or (b) the client's payments are returned multiple times for any reason. LPG will not pay your debts and does not guarantee that any debt you now have or may incur will be invalidated or settled in association with LPG's services. You understand and agree that you must forward any communication you receive in printed or electronic form from any creditor, court, or representative of other a creditor or a court to admin@coastprocessing.com and that you must keep a log of all telephonic communications with any creditor or credit reporting agency. **Do not sign this agreement until you have received and read the information statements and notices of cancellation required by state and federal law, even if otherwise advised. By signing this agreement, you acknowledge receipt of these disclosures prior to the time of signing and agree to the terms of this agreement. You, the client, may cancel this agreement at any time before midnight CST of the 5th day after the date of execution of this agreement via an email to admin@coastprocessing.com. In addition, you, the client may terminate LPG's services under this agreement at any time via an email to admin@coastprocessing.com.**

Client Signature:



Date: 3/7/2021

Co-Applicant Signature

Date: _____

Creditor Information

Creditor	Account #	Amount Owed
PNC Bank	****2333	\$4,766.00
PNC Bank	****1624	\$4,580.00
ONEMAIN	****8984	\$4,379.00
JPMCB CARD	****9272	\$3,925.00
SYNCBCARECR	****3044	\$1,945.00
SYNCBPPMC	****3460	\$1,065.00
		\$20,660.00

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Client Information

Name: Hunter Hastings

Address: 26847 Ellis Mill Rd, , Seaford DE 19973

Home Phone: 302-339-5462

Cell Phone:

Email: hunterhastings94@yahoo.com

Last 4 SSN: XXX-XX-8567

Co-Client Information

Name:

Address: , ,

Home Phone:

Cell Phone:

Email:

Last 4 SSN:

Schedule of Payments

I agree to this payment schedule – Client Initials: JA

Payment #	Process Date	Amount
1	Mar 12, 2021	\$217.86
2	Mar 26, 2021	\$217.86
3	Apr 09, 2021	\$217.86
4	Apr 23, 2021	\$217.86
5	May 07, 2021	\$217.86
6	May 21, 2021	\$217.86
7	Jun 04, 2021	\$217.86
8	Jun 18, 2021	\$217.86
9	Jul 02, 2021	\$217.86
10	Jul 16, 2021	\$217.86
11	Jul 30, 2021	\$217.86
12	Aug 13, 2021	\$217.86
13	Aug 27, 2021	\$217.86
14	Sep 10, 2021	\$217.86
15	Sep 24, 2021	\$217.86
16	Oct 08, 2021	\$217.86
17	Oct 22, 2021	\$217.86
18	Nov 05, 2021	\$217.86
19	Nov 19, 2021	\$217.86
20	Dec 03, 2021	\$217.86
21	Dec 17, 2021	\$217.86
22	Dec 31, 2021	\$217.86
23	Jan 14, 2022	\$217.86
24	Jan 28, 2022	\$217.86
25	Feb 11, 2022	\$217.86
26	Feb 25, 2022	\$217.86
27	Mar 11, 2022	\$217.86
28	Mar 25, 2022	\$217.86
29	Apr 08, 2022	\$217.86
30	Apr 22, 2022	\$217.86
31	May 06, 2022	\$217.86
32	May 20, 2022	\$217.86
33	Jun 03, 2022	\$217.86
34	Jun 17, 2022	\$217.86
35	Jul 01, 2022	\$217.86
36	Jul 15, 2022	\$217.86
37	Jul 29, 2022	\$217.86
38	Aug 12, 2022	\$217.86
39	Aug 26, 2022	\$217.86
40	Sep 09, 2022	\$217.86
41	Sep 23, 2022	\$217.86
42	Oct 07, 2022	\$217.86
43	Oct 21, 2022	\$217.86
44	Nov 04, 2022	\$217.86
45	Nov 18, 2022	\$217.86
46	Dec 02, 2022	\$217.86
47	Dec 16, 2022	\$217.86
48	Dec 30, 2022	\$217.70

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Electronic Payment Authorization

Bank Name: PNC BANK, NATIONAL ASSOCIATION

Name on Account: Hunter Hastings

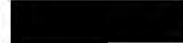
Account Type: Checking

____ Other (specify: _____)

Routing Number:



Account Number:



Next Payment Date: Mar 12, 2021 Amount: \$ 217.86

Recurring Payment Date: 12th

By signing below, I authorize and permit LPG or their designees, EPPS, Omnifund, Equipay, Forte, a CSG Company, or Authorize.NET to initiate electronic funds transfer via an Automated Clearing House system (ACH) from my account listed above. I will also provide LPG with a voided check or savings deposit slip.

If necessary, LPG may make adjustments if errors have occurred during the transaction. The date of the draft is listed above, however, if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. This authority will remain in effect until LPG is notified by the member in writing at least 5 days prior to the next scheduled draft date. No other forms of cancellation by members will be observed. If the debit is returned because of non-sufficient funds or uncollected funds, then the originator and its financial institution may reinitiate the entry up to two (2) times. The reversal of funds from a client's account that was drafted in error cannot be made until seven business days from the draft date. The member agrees to waive all rights of reversal or refusal of any payment on any draft that LPG may make against the member's bank account while services are performed. The member agrees with all of the provisions and conditions outlined within.

Acknowledgment of Refunds & Draft Date Changes

ACH Refunds: If a refund is due such will be made through the ACH process only if the fees were made through the ACH process. All refunds may take up to 10 days to process. In the event my EFT or draft is returned from my bank unpaid, I agree that a fee of \$25.00 or as allowed by law may be charged to my account via draft or EFT. Furthermore, I warrant that I am authorized to execute this payment authorization and the above information is true and correct. Draft Date Changes: A client may stop any ACH debit by providing written notice to LPG at least five (5) business days prior to the scheduled payment. If you should need to notify us of your intent to cancel and/or revoke this authorization you must contact us five (5) days prior to the questioned debit being initiated. Please call us at 949-593-0440 or at admin@coastprocessing.com.

Client Signature:

Date: 3/7/2021

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Printed Name: Hunter Hastings

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Electronic Funds Transfer (EFT) Authorization to Debit Bank Account

Account Owner Name: Hunter Hastings

Social Security Number [REDACTED]

Birth Date: [REDACTED]

Address: 26847 Ellis Mill Rd

City: Seaford

State: DE

Zip: 19973

Mobile Phone #: [REDACTED]

Bank Name: PNC BANK, NATIONAL ASSOCIATION

Routing Number: [REDACTED]

Account Number: [REDACTED]

Total Amount of Debit: \$217.86

Date of Next Debit: Mar 12, 2021

Checking or Saving: Checking

I hereby apply for and agree to establish a non-interest bearing special purpose account (the "Account") with a bank ("Bank") selected by EPPS, LLC and/or its successors for the purpose of accumulating funds to pay for such goods and services as I so direct EPPS, LLC to perform. This application is subject to Bank's customer identification program, as required by the USA PATRIOT ACT and other applicable laws, and accordingly, I hereby represent that the above information is true and complete to the best of my knowledge and belief. The bank account information provided above may be subject to account validation processes to include pre-notation and a \$0.01 micro-deposit.


Schedule of Fees and Charges

Monthly Banking Fee:	Included
ACH/EFT Fee Per Transaction	Included
Chargeback/Late Return Fee	Included
NSF Fee	Included
Account Closer Fee	Included

PREMIUM DISBURSEMENT SERVICES

Wire Transfer	Included
FedEx/Overnight Next Day	Included
2 nd Day Check With Tracking	Included

I hereby authorize Bank, directly or through EPPS, LLC, and/or its service providers, to administer the account on my behalf by (a) periodically transferring and depositing funds to the Account, via any payment media currently in use, and (b) periodically disbursing funds from the Account pursuant to instructions that I may give from time to time. I hereby authorize payments from the Account for the fees and charges provided for in this application and in the agreement. I hereby grant permission for Bank to share information regarding the Account with EPPS, LLC, and any other service provider to facilitate the transactions I may initiate that involve the Account, and with any other party that is essential to the administration of the Account on my behalf. My signature below provides permission to be contacted by phone at the number provided with this authorization. A payment reminder will be sent to your phone number via Text Messaging prior to the payment scheduled above. This authorization shall remain in full force and effect until I provide a verbal or written termination notice to EPPS. Any such notice, and any other written notice that is provided for in this Application or the Agreement, shall be sent to EPPS, LLC at the address set forth in the Agreement. "EPPS-Ph# 800-215-3484" will appear on your bank statement

Account Holder's Signature: 

Date: 3/7/2021

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Your Document Was Successfully Signed!

Congratulations, your document(s) was successfully signed. Please find details below related to your e-signature submission.

Signing Details

Document ID	3587041	Signer Email	hunterhastings94@yahoo.com
Document Title	Legal Service Agreement with LPG - ASF (English)	Signer IP Address	98.252.13.234
Sender IP Address	45.22.90.58	Timestamp	2021-03-07T19:28:34-06:00
Number Of Signers	1	Document MD5 Hash	d41d8cd98f00b204e9800998ecf8427e

Document Audit

- ✓ Sent at 2021-03-07T19:21:13-06:00 from IP 45.22.90.58
- ✓ Delivered to hunterhastings94@yahoo.com at 2021-03-07T19:21:33-06:00 from 98.252.13.234
- ✓ Adopted Signature at 2021-03-07T19:28:10-06:00 from 98.252.13.234
- ✓ Completed Signing at 2021-03-07T19:28:33-06:00 from 98.252.13.234
- ✓ PDF Generated at 2021-03-07T19:28:34-06:00

Sending Agent

Mozilla/5.0 (Linux; Android 11; SAMSUNG SM-G973U) AppleWebKit/537.36 (KHTML, like Gecko) SamsungBrowser/13.2 Chrome/83.0.4103.106 Mobile Safari/537.36

Exhibit "E"

Fill in this information to identify the case:

Debtor 1 The Litigation Practice Group P C
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court Central District of California
Case number: 23-10571

FILED
U.S. Bankruptcy Court
Central District of California
5/30/2023
Kathleen J. Campbell, Clerk

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Debra M Archambault</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>Debra M Archambault</u> Name <u>5 Carlann Lane</u> <u>Valley Cottage, NY 10989</u> Contact phone <u>845-499-5081</u> Contact email <u>darchambault66@gmail.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) _____ Name _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____										
7. How much is the claim?	\$ 10295.00 Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).										
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. Paid for debt solutions , never rendered according to contract with LPG/Theft of personal funds.										
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) <table style="width: 100%;"> <tr> <td style="width: 50%;">Value of property:</td> <td style="width: 50%;">\$ _____</td> </tr> <tr> <td>Amount of the claim that is secured:</td> <td>\$ _____</td> </tr> <tr> <td>Amount of the claim that is unsecured:</td> <td>\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Amount necessary to cure any default as of the date of the petition:</td> <td style="width: 40%;">\$ _____</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Annual Interest Rate (when case was filed)</td> <td style="width: 40%;">_____ %</td> </tr> </table> <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	Value of property:	\$ _____	Amount of the claim that is secured:	\$ _____	Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)	Amount necessary to cure any default as of the date of the petition:	\$ _____	Annual Interest Rate (when case was filed)	_____ %
Value of property:	\$ _____										
Amount of the claim that is secured:	\$ _____										
Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)										
Amount necessary to cure any default as of the date of the petition:	\$ _____										
Annual Interest Rate (when case was filed)	_____ %										
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____										
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____										

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	<p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p> <p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____</p> <p><input type="checkbox"/> Up to \$3,350 * of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150 *) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(<u> </u>) that applies \$ _____</p> <p style="font-size: small;">* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.</p>	Amount entitled to priority
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Part 3: Sign Below

<p>The person completing this proof of claim must sign and date it. FRBP 9011(b).</p> <p>If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.</p> <p>A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.</p>	<p>Check the appropriate box:</p> <p><input checked="" type="checkbox"/> I am the creditor.</p> <p><input type="checkbox"/> I am the creditor's attorney or authorized agent.</p> <p><input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.</p> <p><input type="checkbox"/> I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.</p> <p>I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed on date <u>5/30/2023</u></p> <p style="text-align: center;">MM / DD / YYYY</p> <p><u>/s/ Debra M Archambault</u></p> <p>Signature</p> <p>Print the name of the person who is completing and signing this claim:</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Name</td> <td colspan="3">Debra M Archambault</td> </tr> <tr> <td></td> <td style="width: 25%;">First name</td> <td style="width: 25%;">Middle name</td> <td style="width: 25%;">Last name</td> </tr> <tr> <td>Title</td> <td colspan="3">_____</td> </tr> <tr> <td>Company</td> <td colspan="3">_____</td> </tr> <tr> <td rowspan="4">Address</td> <td colspan="3">Identify the corporate servicer as the company if the authorized agent is a servicer</td> </tr> <tr> <td colspan="3">5 Carlann Lane</td> </tr> <tr> <td colspan="3">Number Street</td> </tr> <tr> <td colspan="3">Valley Cottage, NY 10989</td> </tr> <tr> <td>Contact phone</td> <td>845-499-5081</td> <td>Email</td> <td>darchambault66@gmail.com</td> </tr> </table>	Name	Debra M Archambault				First name	Middle name	Last name	Title	_____			Company	_____			Address	Identify the corporate servicer as the company if the authorized agent is a servicer			5 Carlann Lane			Number Street			Valley Cottage, NY 10989			Contact phone	845-499-5081	Email	darchambault66@gmail.com
Name	Debra M Archambault																																	
	First name	Middle name	Last name																															
Title	_____																																	
Company	_____																																	
Address	Identify the corporate servicer as the company if the authorized agent is a servicer																																	
	5 Carlann Lane																																	
	Number Street																																	
	Valley Cottage, NY 10989																																	
Contact phone	845-499-5081	Email	darchambault66@gmail.com																															

Fill in this information to identify the case:

Debtor 1 Litigation Practice Group

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: Central District of California



Case number 8:23-bk-10571-SC

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Debra M. Archambault

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

Debra M Archambault

Name

5 Carlann Lane

Number Street

Valley Cottage

NY

10989

City

State

ZIP Code

Contact phone 845-499-5081

Contact email darchambault66@gmail.com

Where should payments to the creditor be sent? (if different)

Name

Number Street

City

State

ZIP Code

Contact phone

Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known)

Filed on

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No ☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 5 3 4 3

7. How much is the claim? \$ 10,295.00 Does this amount include interest or other charges? ☒ No ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. Funds paid , servcies not delieverd according to contract.(Fraud)

9. Is all or part of the claim secured? ☒ No ☐ Yes. The claim is secured by a lien on property. Nature of property: ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*. ☐ Motor vehicle ☐ Other. Describe: Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ Amount of the claim that is secured: \$ Amount of the claim that is unsecured: \$ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$

Annual Interest Rate (when case was filed) % ☐ Fixed ☐ Variable

10. Is this claim based on a lease? ☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$

11. Is this claim subject to a right of setoff? ☒ No ☐ Yes. Identify the property:

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

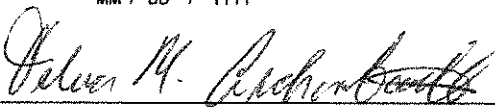
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/29/2022
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name	Debra	Marie	Archambault
	First name	Middle name	Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address	5 Cariann Lane			
	Number	Street		
	Valley Cottage	NY	10989	
	City	State	ZIP Code	

Contact phone	845-499-5081	Email	darchambault66@gmail.com
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P.O. Box 513018, Los Angeles, CA 90051-1018
Tel. (949) 715-0644 · Fax (949) 315-4332
Support@LPGLaw.com

LEGAL SERVICES AGREEMENT

Legal Services

The Litigation Practice Group PC, a State Bar of California licensed law corporation, and its employed and affiliated attorneys (collectively “LPG”) will provide legal services wherein it will represent you in connection with the disputes you have with the creditors listed below (see Creditor Information). LPG will do the following as part of its representation of you:

- Assist you in stopping creditors and any related debt collectors from harassing or contacting you in connection with any of the debts identified below;
- Dispute the legal validity of the debts identified below;
- Assist you in removing erroneous or inaccurate information reported in connection with debts identified below;
- Represent you in any lawsuit filed against you in connection with any of these debts;
- Defend you against any collection activity or lawsuit on any invalidated debt at any point in time, without expiration, in connection with any debt identified below;
- Initiate legal action in a court of competent jurisdiction against any creditor that violates any state or federal law in connection with any debt identified below; and
- Determine your qualification for bankruptcy under Chapter 7 or Chapter 13 of the U.S. Bankruptcy Code, and counsel you regarding the procedures and effects of bankruptcy as well as your qualification to file the same.

LPG will serve as your attorney for all purposes in connection with these disputes and will be available to render all legal assistance necessary to resolve these debts. The fees that are set forth below are flat fees that are all inclusive – no additional fee or cost will be charged by LPG at any time during the duration of your dispute with the creditors identified below. All fees are earned by LPG at the time they are paid and are for services rendered to you as set forth herein.

Client Authorization

You authorize LPG to challenge, where applicable, each of the debts listed below, which you believe to be in any way invalid, inaccurate, or otherwise without a legal basis. You also authorize LPG to obtain a copy of your credit report to assist in the process of analyzing your account and developing a strategy regarding the resolution of debts that are excessive or otherwise unauthorized by law. You further authorize LPG, acting under power of attorney for you, to affix your signature to documents sent on your behalf in relation to the matters addressed herein. Finally, you authorize LPG to communicate with you via email, text message, telephone, and facsimile. Any of the authorizations set forth herein can be revoked at any time by written communication.

Description of Services to be Performed

LPG will obtain your credit reports, analyze them, and develop strategies for correcting invalid or unlawful debts for which you should not be held legally responsible. Where appropriate, LPG will use existing laws and interact with creditors and credit bureaus on your behalf to invalidate your debts and remove such invalid debts from your credit reports. LPG will also interact with collection agencies, as applicable, to invalidate your debts by requiring them to supply evidence of your indebtedness to them, or any other legal mechanism. LPG will also consult with you regarding all aspects of the credit reporting process, including all laws applicable to the same. LPG will also investigate your delinquent accounts in order to determine the most effective method for invalidating your debts or otherwise removing any legal liability for such debts, up to and including the initiation of lawsuits on your behalf against your creditors and their third-party debt collectors.

In addition, if a lawsuit is filed against you, LPG will represent you in such a lawsuit and will not charge any additional fees for such representation provided such a lawsuit was initiated after the date you sign this Agreement. In the event a lawsuit was initiated against you before the date you execute this Agreement and you elect to have LPG represent you, an additional fee of \$500.00 will be charged. Where appropriate, if legal fees are recovered from an adverse party, LPG will retain such fees for its services. You will be responsible to pay any damages resulting from any lawsuit. Any costs incurred in a lawsuit will be paid by LPG out of the fees set forth below, including the fees of any attorney retained on your behalf in a jurisdiction in which LPG is not admitted to practice law. No additional payment from you to LPG will be necessary for the defense of any lawsuit filed against you after the date you execute this Agreement. You will, however, be responsible to pay any damages resulting from such lawsuits or any settlements reached in the course of such lawsuits.

Fees

You will pay the fees set forth below for the legal services provided by LPG, which services are outlined above. No fee or other cost will be charged or collected beyond the flat fee set forth below. This is the only amount that you have to pay to LPG for its services, which includes any cost, filing fee or vendor's fee associated with LPG's representation of you, and this fee is not escrowed but rather earned received by LPG. This fee does NOT, however, include any settlement that you may have to pay to any creditor if you opt to settle a debt prior to or during the course of a lawsuit.

Refund Policy

If you reach the conclusion of LPG's representation of you and a debt remains in dispute without resolution, you will be eligible to receive a full refund of the fees that you paid towards your representation in connection with that account (i.e., you will be refunded the fees paid in proportion to the debt that was not resolved). A debt is "in dispute" under this paragraph if, at the time of completion of LPG's representation of you, no lawsuit was filed regarding the debt, no settlement was reached regarding the debt, no acknowledgment of invalidity was received from the creditor regarding the debt, and the debt is still reporting to one of the following credit bureaus: Experian, Equifax, or Transunion.

Debt Settlement

You may request that LPG settle any debt identified below at any point in the course of LPG's representation of you. Where requested, LPG will negotiate the most favorable settlement it is able to negotiate on your behalf. Any settlement reached as a result of your request shall be your responsibility, and shall be paid directly from you to the creditor. At the point that you reach a settlement with a creditor, your payment to LPG will be reduced and to adjust for the settled account being removed from the representation herein contemplated. LPG will only settle a debt where litigation is active or contemplated.

Actions Required of You

You agree to provide LPG with any and all correspondence you receive from any creditor, credit bureau, attorney, or court of law. You further agree to keep a log of all communications, including telephonic and electronic communications, from any creditor or credit reporting agency to you from the date you execute this Agreement until the conclusion of your representation.

Right to Conduct Business Electronically and Contact You

You agree that LPG may contact you electronically and telephonically and that any and all business with LPG may be conducted electronically. You further agree that LPG may transmit data, including that regarding your credit profile, electronically. You further agree that any electronic communication carries the risk of disclosure to a third party and that LPG will not be held responsible for any such inadvertent disclosure of information. A facsimile or email transmission of this signed agreement, via an email attachment or otherwise, will be as valid as the original signed agreement. This agreement may not be modified except in writing by both parties.

Malpractice Insurance

LPG hereby discloses that it maintains a malpractice insurance policy that covers its representation of you and that the limit of such policy is no less than \$1,000,000.00 per claim and \$1,000,000.00 per claimant. If you desire to make a claim against that insurance policy, you must first contact LPG and disclose your claim and the nature of the claim, at which point LPG agrees to assist you in obtaining any and all information necessary to prepare a file a claim.

Applicable Law and Confidentiality

You understand and agree that LPG is based out of the State of California, is a licensed law corporation under the State Bar of California, and that California law applies to this Agreement. You further understand that LPG is bound to strict rules of confidentiality and attorney-client privilege in connection with the rules applicable to attorneys licensed to practice law in the State of California. You further understand and agree that you have sought the representation of LPG with full knowledge of its location and licensing, and that LPG works with attorneys licensed in all 50 states and the District of Columbia as affiliated counsel to allow LPG to provide a complete representation of you in any state in which you are sued or in which a dispute might arise. You have the right to know the licensed attorney with whom LPG has affiliated in any state and at any time but understand and agree that LPG may choose to change the local attorney with whom it is affiliated in any given jurisdiction, provided only that at all times LPG shall have an affiliated attorney in all 50 states and the District of Columbia.

Client Acknowledgements


By signing this agreement, you acknowledge that LPG has not instructed you to breach any contract, fail to make any required payment, or fail to perform any obligation you have lawfully incurred. LPG reserves the right to terminate this agreement if (a) required by the State Bar of California Rules of Professional Conduct, (b) you refuse to communicate with LPG or respond to reasonable requests for information necessary to represent you in an effective way, (c) you fail to make timely payment of the amount due under hereunder, or (d) your payments are returned multiple times for any reason. LPG will not pay any of the debts identified below and does not guarantee that any debt you now have or may incur will be invalidated or settled in association with LPG's representation of you. You understand and agree that you must forward any communication you receive in printed or electronic form from any creditor, court, or representative of other a creditor or a court to the address, email, or fax number provided below, and that you must keep a log of all telephonic communications with any creditor or credit reporting agency. You, the client, may cancel this Agreement at any time by submitting three days' written notice of cancellation by mail, email, or fax, and shall not be responsible for any payments due after the date of cancellation. A payment due within three days of the date of written cancellation shall be processed and shall not be refunded.

Client Signature:

Date:

Co-Applicant Signature:

Date:


8/25/2021

THE LITIGATION PRACTICE GROUP PC



Daniel S. March, Managing Shareholder
17542 E. 17th Street, Ste 100
Tustin, CA 92780
admin@lpglaw.com
Tel. 949.715.0644
Fax. 949.315.4332

Creditor Information

Creditor	Account #	Debt Balance
PALISADESFCU	██████████0001	\$20,961.00
UPGRADEINC	██████████7884	\$19,207.00
ONEMAIN	██████████0084	\$11,681.00
Merrick Bank	██████████5094	\$707.00
MABTCONF	██████████8460	\$378.00
CRDTONEBNK	██████████0632	\$377.00
CRDTONEBNK	██████████5307	\$347.00
		\$53,658.00

Client Information

Name: Debra Archambault

Address: 5 Carlann Lane, Valley Cottage NY 10989

Home Phone: 845-499-5081

Cell Phone:

Email: darchambault66@gmail.com

Last 4 SSN: XXX-XX-6609

Schedule of Payments

I agree to this payment schedule – Client Initials: GA

Payment #	Process Date	Amount
1	Sep 27, 2021	\$857.92
2	Oct 25, 2021	\$857.92
3	Nov 26, 2021	\$857.92
4	Dec 27, 2021	\$857.92
5	Jan 25, 2022	\$857.92
6	Feb 25, 2022	\$857.92
7	Mar 25, 2022	\$857.92
8	Apr 25, 2022	\$857.92
9	May 25, 2022	\$857.92
10	Jun 27, 2022	\$857.92
11	Jul 25, 2022	\$857.92
12	Aug 25, 2022	\$857.92
13	Sep 26, 2022	\$857.92
14	Oct 25, 2022	\$857.92
15	Nov 25, 2022	\$857.92
16	Dec 27, 2022	\$857.92
17	Jan 25, 2023	\$857.92
18	Feb 27, 2023	\$857.92
19	Mar 27, 2023	\$857.92
20	Apr 25, 2023	\$857.92
21	May 25, 2023	\$857.92
22	Jun 26, 2023	\$857.92
23	Jul 25, 2023	\$857.92
24	Aug 25, 2023	\$857.92
25	Sep 25, 2023	\$857.92
26	Oct 25, 2023	\$857.92
27	Nov 27, 2023	\$857.92
28	Dec 26, 2023	\$858.00

Electronic Payment Authorization

Bank Name: STERLING NATIONAL BANK

Name on Account: Debra Archambault

Account Type: Checking

Other (specify: _____)

Routing Number: [REDACTED]

Account Number: [REDACTED]

Next Payment Date: Sep 27, 2021 **Amount:** \$ 857.92

Recurring Payment Date: 25th


By signing below, I authorize and permit LPG or their designees to initiate electronic funds transfer via an Automated Clearing House system (ACH) from my account listed above. I will also provide LPG with a voided check or savings deposit slip.

If necessary, LPG may make adjustments if errors have occurred during the transaction. The date of the draft is listed above, however, if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. This authority will remain in effect until LPG is notified by the member in writing at least 5 days prior to the next scheduled draft date. No other forms of cancellation by members will be observed. If the debit is returned because of non-sufficient funds or uncollected funds, then the originator and its financial institution may reinitiate the entry up to two (2) times. The reversal of funds from a client's account that was drafted in error cannot be made until seven business days from the draft date. The member agrees to waive all rights of reversal or refusal of any payment on any draft that LPG may make against the member's bank account while services are performed. The member agrees with all of the provisions and conditions outlined within.

Acknowledgment of Refunds & Draft Date Changes

ACH Refunds: If a refund is due such will be made through the ACH process only. Refunds may take up to 10 days to process. In the event my EFT or draft is returned from my bank unpaid, I agree that a fee of \$25.00 or as allowed by law may be charged to my account via draft or EFT. Furthermore, I warrant that I am authorized to execute this payment authorization and the above information is true and correct. **Draft Date Changes:** A client may stop any ACH debit by providing written notice to LPG at least three (3) business days prior to the scheduled payment. If you should need to notify us of your intent to cancel and/or revoke this authorization you must contact us three (3) business days prior to the questioned debit being initiated.

Client Signature:



Date:

8/25/2021

Printed Name:

Debra Archambault

Preauthorized Checking and ACH Authorization Form

I hereby apply for and agree to establish a non-interest bearing special purpose account (the "Account") with a bank ("Bank") selected by LPG, its payments processors, and/or their successors for the purpose of accumulating funds to pay for such goods and services as I so direct LPG to perform. This application is subject to Bank's customer identification program, as required by the USA PATRIOT ACT and other applicable laws, and accordingly, I hereby represent that the above information is true and complete to the best of my knowledge and belief. The bank account information provided above may be subject to account validation processes to include pre-notation and a \$0.01 micro-deposit.

Account Owner Name: Debra Archambault

Address: 5 Carlann Lane **City:** Valley Cottage **State:** NY **Zip:** 10989

Mobile Phone #: **E-Mail:** darchambault66@gmail.com

DESIGNATED BANK ACCOUNT INFORMATION

Bank Name: STERLING NATIONAL BANK

Name as it appears on bank ACCOUNT: Debra Archambault

Routing Number: [REDACTED] **Account Number:** [REDACTED] **Checking or Saving:** Checking

DESIGNATED BANK ACCOUNT PAYMENT AUTHORIZATION SCHEDULE

Total Amount of Debit: \$857.92 **Date of Next Debit:** Sep 27, 2021

I authorize Payment Automation Network to initiate Automatic Clearing House (ACH) or Electronic Funds Transfer (EFT) or Remotely Created Check (RCC) from my designated bank account at the financial institution identified above. I authorize Payment Automation Network to debit my bank account according to the schedule of debits provided to Payment Automation Network by me or on my behalf or as otherwise provided by agreement. I understand that debits will be withdrawn on the due date unless otherwise indicated and that sufficient funds must be available in designated account at least two (2) business days prior to the actual date of the debit. Upon my approval, Payment Automation Network may adjust the amount being debited from designated bank account. This authorization is to remain in force until the schedule of debits is completed or until Payment Automation Network has received written notification from me of a change or termination, allowing Payment Automation Network no fewer than five (5) business days to act. Payment Automation Network shall not be liable to any person for not completing a transaction as a result of any limit on my designated bank account or if a financial institution fails to honor any debit from such account. I understand it is my responsibility to notify Payment Automation Network immediately if a scheduled debit does not occur. I authorize Payment Automation Network to recover funds by ACH/EFT/RCC debit from my bank account in the event of an error or in the event that a prior debit is returned for any reason, including non-sufficient funds. I understand that a \$25.00 service charge will be added for every NSF draft. I understand I can call Payment Automation Network at 800-813-3740 to cancel the automatic draft payments. Payments will be drafted on the payment due date of the original Servicing agreement. I understand and agree that Payment Automation Network, Inc. is a private company, and is not affiliated with any academic or



Your Document Was Successfully Signed!

Congratulations, your document(s) was successfully signed. Please find details below related to your e-signature submission

🔒 Signing Details

4279563	uarchampault66@gmail.com
LSA - LPG - English New	/4.108.227.22/
45.22.90.69	2021-08-25T14:06:46-05:00
1	d41d8cd98f00b204e9800998ecf8427e

🔒 Document Audit

- ✓ Sent at 2021-08-25T14:03:32-05:00 from IP 45.22.90.69
- ✓ Delivered to uarchampault66@gmail.com at 2021-08-25T14:03:56-05:00 from /4.108.227.22/
- ✓ Adopted Signature at 2021-08-25T14:04:26-05:00 from /4.108.227.22/
- ✓ Completed signing at 2021-08-25T14:06:45-05:00 from /4.108.227.22/
- ✓ PDF Generated at 2021-08-25T14:06:46-05:00

Mozilla/5.0 (Linux; Android 11; SM-G973U) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/92.0.4515.159
Mobile Safari/537.36

----- Forwarded message -----

From: **BBB Info** <info@bbbcommunity.org>
Date: Wed, Apr 19, 2023 at 5:44 PM
Subject: Re: Message from BBB.org
To: Debbie Archambault <darchambault66@gmail.com>

Hello,

Thank you for the additional information. The information has been added to the complaint file.

Regards,
BBB Info | Operations Department
Better Business Bureau serving the Pacific Southwest
Local 602-264-1721
Toll-Free 800-600-7050
A Community of Trustworthy Businesses | bbb.org

This email and any files transmitted with it regarding a consumer complaint and your response may be publicly posted on BBB's website. Therefore, please do not include any information that personally identifies your customer. BBB may edit the complaint or your response to remove personally identifiable information or inappropriate language.

On Mon, Apr 17, 2023 at 7:45 AM Debbie Archambault <darchambault66@gmail.com> wrote:

Claim # [REDACTED] 1913

Please add to my claim the following information:

The total amount withdrawn from my checking account during this time was \$10, 295.04. This is the total refund I am seeking from LPG due to their fraudulent activities and misrepresenting the purpose of the debt resolution program.

Thank you,
Debbie

On Thu, Mar 23, 2023 at 11:18 AM BBB Info <info@bbbcommunity.org> wrote:
Hello,

You can email us at info@bbbcommunity.org and reference your complaint ID Number.

Thank you,

BBB Info | Operations Department
Better Business Bureau serving the Pacific Southwest
Local 602-264-1721
Toll-Free 800-600-7050
A Community of Trustworthy Businesses | bbb.org

This email and any files transmitted with it regarding a consumer complaint and your response may be publicly posted on BBB's website. Therefore, please do not include any information that personally identifies your customer. BBB may edit the complaint or your response to remove personally identifiable information or inappropriate language.

----- Forwarded message -----

From: <noreply@bbb.org>
Date: Wed, Mar 22, 2023 at 4:35 PM
Subject: Message from [BBB.org](https://bbb.org)
To: <info@bbbcommunity.org>

I filed a complaint and I realize that I did not indicate the amount of money I have paid and requested a refund for over 90 days ago. How can I add that to my complaint/ Thank you, Debbie 845-499-5081

Sent from Debra Archambault (darchambault66@gmail.com)

Exhibit "F"

Fill in this information to identify the case:

Debtor 1 The Litigation Practice Group P.C.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Central District of California

Case number 8:23-bk-10571-SC

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Carolyn Beech, on behalf of herself and a class</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Edelman, Combs, Lattuner & Goodwin, LLC</u> Name <u>20 S. Clark Street, Suite 1500</u> Number Street <u>Chicago, IL 60603</u> City State ZIP Code Contact phone <u>312-739-4200</u> Contact email <u>courtecl@edcombs.com</u>	Where should payments to the creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ unliquidated Does this amount include interest or other charges?
☐ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
money illegally obtained -- see attached

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- ☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).
- ☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06 21 2023

MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name	Daniel	A.	Edelman
	First name	Middle name	Last name
Title	member		
Company	Edelman, Combs, Lattuner & Goodwin, LLC		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	20 S. Clark Street, Suite 1500		
	Number	Street	
	Chicago,	IL	60603
	City	State	ZIP Code
Contact phone	312-739-4200		Email <u>courtecl@edcombs.com</u>

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA

THE LITIGATION PRACTICE
GROUP P.C.,

Debtor.

)
)
)
)

8:23-bk-10571-SC
Chapter 11

CLASS PROOF OF CLAIM BY CAROLYN BEECH

1. Carolyn Beech, on behalf of herself and the class defined below, seeks damages pursuant to the Credit Repair Organizations Act ("CROA"), 15 U.S.C. § 1679 et seq.

PARTIES

2. Carolyn Beech is a resident of Carriere, Mississippi.
3. Debtor The Litigation Practice Group PC ("LPG") is a California corporation with its principal offices at 17542 East 17th Street, Suite 100, Tustin, CA 92780.
4. LPG was a credit repair organization that offered its clients services designed to resolve their debt issues and improve their credit history, including working towards actively settling debts for such consumers.
5. The person actually responsible for operating LPG was Tony Diab, a disbarred attorney.
6. Although Daniel March was purportedly the sole officer of LPG, he acted as a figurehead for Diab, who in fact has control over LPG's finances, trust account, operations, and activities with respect to consumers, including the supervision of non-attorney staff who send letters to credit bureaus and creditors on behalf of consumers. On information and belief, March authorized Diab to use his name in connection with LPG operations as Diab sees fit, including signing March's signature on contracts and communicating with third parties on behalf of LPG. Diab used the name "Admin" and the email address "admin@lpglaw.com" when acting on behalf of LPG.
7. In exchange, March received an annual salary which, on information and belief, is

\$600,000, plus bonuses.

8. “Investors” raised capital for LPG’s operations totaling over \$60 million.
9. The “investors” purchased at a discount accounts receivable owed by consumers to LPG.
10. The receivables were contracts entered into in violation of the CROA, as described below.
11. Clients were obtained by over 50 “Marketing Affiliates” who engaged in lead generation – identifying and obtaining consumers to which LPG sells its services.

FACTS

12. In late 2021, LPG solicited Plaintiff Carolyn Beech for a “debt forgiveness” program.
13. Under this program:
 - a. LPG would negotiate settlements of Ms. Beech’s delinquent debts, amounting to \$12,650.44;
 - b. Ms. Beech would pay \$296.95 / month for 24 months.
14. LPG specifically told Plaintiff Carolyn Beech that its program would repair her credit and improve her credit score.
15. Ms. Beech signed the following documents via her phone:
 - a. Legal services agreement (Exhibit A);
 - b. Electronic payment authorization (Exhibit B);
 - c. Preauthorized checking and ACH authorization form (Exhibit C).
16. Each of the documents in Exhibits A-C was a standard form regularly used by Defendant LPG.
17. Ms. Beech was induced to enter into the agreement by a document on LPG’s web site, “Smarter Path to Debt Relief Services” (Exhibit D). This document suggested that LPG could provide useful services to a consumer if the consumer answered the following questions in the

affirmative:

- a. "Has your credit score already been negatively impacted?"
- b. "My credit report was damaged and needs to be worked on by a knowledgeable lawyer."

18. A consumer reading the material would understand from it that LPG could improve one's credit score and repair credit damage.

19. In addition, the services offered by LPG, of settling debts for less than the amounts due, would necessarily result in credit repair, in that delinquent debts would be reported as settled, and the consumer's credit utilization (amount of credit used compared to amount of credit available, a key measure of creditworthiness) would be reduced.

20. LPG also sent clients a brochure entitled "Your Lawyers for Debt Resolution to Regain Financial Freedom" (Exhibit E). The services listed include, "My credit report was damaged and needs to be worked on by a knowledgeable lawyer."

21. The services performed by LPG were as follows:

- a. LPG routinely sent clients' creditors a form letter disputing their debts (Exhibit F).
- b. The grounds of dispute asserted in Exhibit F were legally questionable or baseless.
- c. LPG routinely sent clients' creditors a form letter demanding that they cease and desist from further communications to the client (Exhibit G).
- d. A short time after sending these letters, LPG routinely sent the major credit bureaus form letters (Exhibits H-J) disputing the client's debts and demanding "the immediate removal/ deletion of this account from my credit report" This is sent by LPG but signed by the client with "poa" after the signature, meaning "power of attorney."

22. The effect of the removal of the accounts would be to improve the consumer's

credit score.

23. After making three payments Ms. Beech ceased doing so after she was served with summonses and complaints on two of the debts that LPG had undertaken to negotiate for her.

COUNT I -- CREDIT REPAIR ORGANIZATIONS ACT

24. Ms. Beech incorporates paragraphs 1-23.

25. The CROA was enacted “(1) to ensure that prospective buyers of the services of credit repair organizations are provided with the information necessary to make an informed decision regarding the purchase of such services; and (2) to protect the public from unfair or deceptive advertising and business practices by credit repair organizations.” 15 U.S.C. §1679(b).

26. Ms. Beech is a "consumer" as defined by 15 U.S.C. §1679a(1).

27. LPG is a "credit repair organization" as defined by 15 U.S.C. §1679a(3), in that it is a “person who uses any instrumentality of interstate commerce or the mails to sell, provide, or perform any service, in return for the payment of money or other valuable consideration, for the express or implied purpose of – (i) improving a consumer's credit, credit history, or credit rating, or (ii) providing advice or assistance to any consumer with regard to any activity or service described in clause (i).”

Payment Before Services Fully Performed

28. 15 U.S.C. §1679b(b) provides that “[n]o credit repair organization may charge or receive any money or other valuable consideration for the performance of any service which the credit repair organization has agreed to perform for any consumer before such service is fully performed.”

29. LPG violated §1679b(b) by charging and receiving money for services it agreed to perform before such services were fully performed.

30. It is the standard policy and practice of LPG to charge a monthly sum before services are fully performed. The sale of “receivables” by LPG – consumers’ obligations under the contracts with LPG – necessitates charges before services are fully performed.

31. LPG's practice of charging a monthly sum before services are performed is inherently in violation of the CROA.

32. This prohibition was included in the CROA because of repetitive instances in which credit repair organizations obtained payments toward credit repair services, the consumers discontinued such services (often when the creditors with whom debts were to be negotiated filed lawsuits), and the credit repair organizations obtained money in excess of any benefit to the consumer. The practice was considered inherently unfair and deceptive.

Failure to Make Disclosures

33. The CROA provides that a credit repair organization must provide consumers with certain written disclosures in its contracts.

34. These disclosures are intended to provide consumers with information they need to avoid unnecessary use of expensive credit repair organizations.

35. 15 U.S.C. §1679c(a) requires provision of a written statement informing the consumer of their rights under the Fair Credit Reporting Act and the CROA.

36. 15 U.S.C. §1679c(b) provides that "the written statement required under this section shall be provided as a document which is separate from any written contract or other agreement between the credit repair organization and the consumer or any other written material provided to the consumer."

37. LPG violated 15 U.S.C. §§ 1679c(a)-(b) through its failure to provide the written disclosures required.

38. LPG never provided such disclosures, nor did it provide a separate document containing such disclosures.

39. On information and belief, it is the standard policy and practice of LPG to not provide the required disclosures.

Failure to Provide Cancellation Rights

40. The CROA, pursuant to 15 U.S.C. §1679d(4), requires credit repair organization to

include, in the contract between them and a consumer, "a conspicuous statement in bold face type, in immediate proximity to the space reserved for the consumer's signature on the contract, which reads as follows: 'You may cancel this contract without penalty or obligation at any time before midnight of the 3rd business day after the date on which you signed the contract. See the attached notice of cancellation form for an explanation of this right.'"

41. Under 15 U.S.C. §1679e, a credit repair organization must provide a consumer a separate notice of a consumer's cancellation right.

42. The only disclosure of cancellation rights is a statement in the last two sentences of the six sentences on the fourth page of Exhibit A that "You, the client, may cancel this Agreement at any time by submitting three days' written notice of cancellation by mail, email or fax, and shall not be responsible for any payments due after the date of cancellation. A payment due within three days of the date of written cancellation shall be processed and shall not be refunded."

43. The statement is not that required by the CROA, and is not bold or conspicuous. There is no separate notice of right to cancel.

44. It is the standard practice of LPG to present cancellation rights in the manner described above.

45. LPG violated 15 U.S.C. §§1679d(4) and 1679e through its failure to provide the disclosure required by the CROA both in the contract between the parties and in a separate form.

46. The CROA requires a notice of cancellation rights because consumers would often contract for expensive and unnecessary credit repair services that they would, upon reflection, decide were expensive and unnecessary, only to find themselves contractually obligated.

47. The CROA further dictates that any contract found not to be in compliance with the CROA "shall be treated as void" and "may not be enforced by any Federal or State court or any other person," 15 U.S.C. §1679f(c).

48. The contracts of Ms. Beech and the members of the class described below are void.

49. The CROA provides for damages in 15 U.S.C. §1679g:

(a) Liability established

Any person who fails to comply with any provision of this subchapter with respect to any other person shall be liable to such person in an amount equal to the sum of the amounts determined under each of the following paragraphs:

(1) Actual damages

The greater of—

- (A) the amount of any actual damage sustained by such person as a result of such failure; or
- (B) any amount paid by the person to the credit repair organization.

(2) Punitive damages

(A) Individual actions

In the case of any action by an individual, such additional amount as the court may allow.

(B) Class actions

In the case of a class action, the sum of—

- (i) the aggregate of the amount which the court may allow for each named Ms. Beech; and
- (ii) the aggregate of the amount which the court may allow for each other class member, without regard to any minimum individual recovery.

(3) Attorneys' fees

In the case of any successful action to enforce any liability under paragraph (1) or (2), the costs of the action, together with reasonable attorneys' fees.

(b) Factors to be considered in awarding punitive damages

In determining the amount of any liability of any credit repair organization under subsection (a)(2), the court shall consider, among other relevant factors—

- (1) the frequency and persistence of noncompliance by the credit repair organization;
- (2) the nature of the noncompliance;

- (3) the extent to which such noncompliance was intentional; and
- (4) in the case of any class action, the number of consumers adversely affected.

CLASS ALLEGATIONS

50. Ms. Beech brings this claim on behalf of a class, pursuant to Fed.Bank.R. 23(a) and 23(b)(3).

51. The class consists of all persons residing in states other than Georgia who, on or after a date five years prior to the filing of this action, entered into contracts with LPG, which contracts were not cancelled within three business days.

52. Ms. Beech may alter the class definitions to conform to developments in the case and discovery.

53. On information and belief, there are more than 50,000 members of the class, and each class is so numerous that joinder of all members is not practicable.

54. There are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The predominant common questions are:

- a. Whether LPG engages in the practices described;
- b. Whether such practices violates the CROA;

55. Ms. Beech's claim is typical of the claims of the class members. All are based on the same factual and legal theories.

56. Ms. Beech will fairly and adequately represent the class members. Ms. Beech has retained counsel experienced in class actions and consumer litigation.

57. A class action is superior for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible.
- b. Members of the class are likely to be unaware of their rights;
- c. Congress intended class actions to be the principal enforcement mechanism

under the CROA.

WHEREFORE, the Court should enter judgment in favor of Ms. Beech and the class members and against LPG for:

- i. A declaration that the practices complained of herein are unlawful and violate the CROA;
- ii. A declaration that the contracts of Ms. Beech and the class members are void;
- iii. Actual damages as provided under 15 U.S.C. §1679g(a)(1);
- iv. Punitive damages, as provided under 15 U.S.C. §1679g(a)(2)(A);
- v. Litigation expenses, reasonable attorney fees and costs as provided under 15 U.S.C. §1679g(a)(3); and
- vi. Such other or further relief as the Court deems appropriate.

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s/ Jason Graeber
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(312) 739-4200

(312) 419-0379 (FAX)

Email address for service: courtecl@edcombs.com

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Legal Services Agreement



P.O. Box 515018, Los Angeles, CA 90051-1018
Tel. (949) 715-0544 • Fax (949) 315-4352
Support@LPGLaw.com

LEGAL SERVICES AGREEMENT

Legal Services

The Litigation Practice Group PC, a State Bar of California licensed law corporation, and its employed and affiliated attorneys (collectively "LPG") will provide legal services wherein it will represent you in connection with the disputes you have with the creditors listed below (see Creditor Information). LPG will do the following as part of its representation of you:

- Assist you in stopping creditors and any related debt collectors from harassing or contacting you in connection with any of the debts identified below;
- Dispute the legal validity of the debts identified below;
- Assist you in removing erroneous or inaccurate information reported in connection with debts identified below;
- Represent you in any lawsuit filed against you in connection with any of these debts;
- Defend you against any collection activity or lawsuit on any invalidated debt at any point in time, without expiration, in connection with any debt identified below;
- Initiate legal action in a court of competent jurisdiction against any creditor that violates any state or federal law in connection with any debt identified below; and
- Determine your qualification for bankruptcy under Chapter 7 or Chapter 13 of the U.S. Bankruptcy Code, and counsel you regarding the procedures and effects of bankruptcy as well as your qualification to file the same.

LPG will serve as your attorney for all purposes in connection with these disputes and will be available to render all legal assistance necessary to resolve these debts. The fees that are set forth below are flat fees that are all inclusive—no additional fee or cost will be charged by LPG at any time during the duration of your dispute with the creditors identified below. All fees are earned by LPG at the time they are paid and are for services rendered to you as set forth herein.

Client Authorization

You authorize LPG to challenge, where applicable, each of the debts listed below, which you believe to be in any way invalid, inaccurate, or otherwise without a legal basis. You also authorize LPG to obtain a copy of your credit report to assist in the process of analyzing your account and developing a strategy regarding the resolution of debts that are excessive or otherwise unauthorized by law. You further authorize LPG, acting under power of attorney for you, to affix your signature to documents sent on your behalf in relation to the matters addressed herein. Finally, you authorize LPG to communicate with you via email, text message, telephone, and facsimile. Any of the authorizations set forth herein can be revoked at any time by written communication.

Description of Services to be Performed

LPG will obtain your credit reports, analyze them, and develop strategies for correcting invalid or unlawful debts for which you should not be held legally responsible. Where appropriate, LPG will use existing laws and interact with creditors and credit bureaus on your behalf to invalidate your debts and remove such invalid debts from your credit reports. LPG will also interact with collection agencies, as applicable, to invalidate your debts by requiring them to supply evidence of your indebtedness to them, or any other legal mechanism. LPG will also consult with you regarding all aspects of the credit reporting process, including all laws applicable to the same. LPG will also investigate your delinquent accounts in order to determine the most effective method for invalidating your debts or otherwise removing any legal liability for such debts, up to and including the initiation of lawsuits on your behalf against your creditors and their third-party debt collectors.

In addition, if a lawsuit is filed against you, LPG will represent you in such a lawsuit and will not charge any additional fees for such representation provided such a lawsuit was initiated after the date you sign this Agreement. In the event a lawsuit was initiated against you before the date you execute this Agreement and you elect to have LPG represent you, an additional fee of \$500.00 will be charged. Where appropriate, if legal fees are recovered from an adverse party, LPG will retain such fees for its services. You will be responsible to pay any damages resulting from any lawsuit. Any costs incurred in a lawsuit will be paid by LPG out of the fees set forth below, including the fees of any attorney retained on your behalf in a jurisdiction in which LPG is not admitted to practice law. No additional payment from you to LPG will be necessary for the defense of any lawsuit filed against you after the date you execute this Agreement. You will, however, be responsible to pay any damages resulting from such lawsuits or any settlements reached in the course of such lawsuits.

Fees

You will pay the fees set forth below for the legal services provided by LPG, which services are outlined above. No fee or other cost will be charged or collected beyond the flat fee set forth below. This is the only amount that you have to pay to LPG for its services, which includes any cost, filing fee or vendor's fee associated with LPG's representation of you, and this fee is not escrowed but rather earned received by LPG. This fee does NOT, however, include any settlement that you may have to pay to any creditor if you opt to settle a debt prior to or during the course of a lawsuit.

Refund Policy

If you reach the conclusion of LPG's representation of you and a debt remains in dispute without resolution, you will be eligible to receive a full refund of the fees that you paid towards your representation in connection with that account (i.e., you will be refunded the fees paid in proportion to the debt that was not resolved). A debt is "in dispute" under this paragraph if, at the time of completion of LPG's representation of you, no lawsuit was filed regarding the debt, no settlement was reached regarding the debt, no acknowledgment of invalidity was received from the creditor regarding the debt, and the debt is still reporting to one of the following credit bureaus: Experian, Equifax, or Transunion.

Debt Settlement

You may request that LPG settle any debt identified below at any point in the course of LPG's representation of you. Where requested, LPG will negotiate the most favorable settlement it is able to negotiate on your behalf. Any settlement reached as a result of your request shall be your responsibility, and shall be paid directly from you to the creditor. At the point that you reach a settlement with a creditor, your payment to LPG will be reduced and to adjust for the settled account being removed from the representation herein contemplated. LPG will only settle a debt where litigation is active or contemplated.

Actions Required of You

You agree to provide LPG with any and all correspondence you receive from any creditor, credit bureau, attorney, or court of law. You further agree to keep a log of all communications, including telephonic and electronic communications, from any creditor or credit reporting agency to you from the date you execute this Agreement until the conclusion of your representation.

Right to Conduct Business Electronically and Contact You

You agree that LPG may contact you electronically and telephonically and that any and all business with LPG may be conducted electronically. You further agree that LPG may transmit data, including that regarding your credit profile, electronically. You further agree that any electronic communication carries the risk of disclosure to a third party and that LPG will not be held responsible for any such inadvertent disclosure of information. A facsimile or email transmission of this signed agreement, via an email attachment or otherwise, will be as valid as the original signed agreement. This agreement may not be modified except in writing by both parties.

Malpractice Insurance

LPG hereby discloses that it maintains a malpractice insurance policy that covers its representation of you and that the limit of such policy is no less than \$1,000,000.00 per claim and \$1,000,000.00 per claimant. If you desire to make a claim against that insurance policy, you must first contact LPG and disclose your claim and the nature of the claim, at which point LPG agrees to assist you in obtaining any and all information necessary to prepare a file a claim.

Applicable Law and Confidentiality

You understand and agree that LPG is based out of the State of California, is a licensed law corporation under the State Bar of California, and that California law applies to this Agreement. You further understand that LPG is bound to strict rules of confidentiality and attorney-client privilege in connection with the rules applicable to attorneys licensed to practice law in the State of California. You further understand and agree that you have sought the representation of LPG with full knowledge of its location and licensing, and that LPG works with attorneys licensed in all 50 states and the District of Columbia as affiliated counsel to allow LPG to provide a complete representation of you in any state in which you are sued or in which a dispute might arise. You have the right to know the licensed attorney with whom LPG has affiliated in any state and at any time but understand and agree that LPG may choose to change the local attorney with whom it is affiliated in any given jurisdiction, provided only that at all times LPG shall have an affiliated attorney in all 50 states and the District of Columbia.

Client Acknowledgements

By signing this agreement, you acknowledge that LPG has not instructed you to breach any contract, fail to make any required payment, or fail to perform any obligation you have lawfully incurred. LPG reserves the right to terminate this agreement if (a) required by the State Bar of California Rules of Professional Conduct, (b) you refuse to communicate with LPG or respond to reasonable requests for information necessary to represent you in an effective way, (c) you fail to make timely payment of the amount due under hereunder, or (d) your payments are returned multiple times for any reason. LPG will not pay any of the debts identified below and does not guarantee that any debt you now have or may incur will be invalidated or settled in association with LPG's representation of you. You understand and agree that you must forward any communication you receive in printed or electronic form from any creditor, court, or representative of other a creditor or a court to the address, email, or fax number provided below, and that you must keep a log of all telephonic communications with any creditor or credit reporting agency. You, the client, may cancel this Agreement at any time by submitting three days' written notice of cancellation by mail, email, or fax, and shall not be responsible for any payments due after the date of cancellation. A payment due within three days of the date of written cancellation shall be processed and shall not be refunded.

Client Signature:

Date:

Co-Applicant Signature:

Date:

THE LITIGATION PRACTICE GROUP PC

Daniel S. March, Managing Shareholder
17542 E. 17th Street, Ste 100
Tustin, CA 92780
Support@LPGLaw.com
Tel. 949.715.0644
Fax. 949.315.4332

Creditor Information

Creditor	Account #	Debt Balance
FSTHERITAG		\$3,206.00
ONEMAIN		\$2,168.00
1st Franklin Financial		\$1,612.00
FIRST SVG CC		\$562.00
TBOMASPIRE		\$411.00
FST PREMIER		\$376.00
TBOMMILSTNE		\$327.00
TBOMASPIRE		\$221.00
FSB BLAZE		\$194.00
Peral River Credit		\$2,416.00
ADVANTAGE		\$1,157.44
		\$12,650.44

Client Information

Name: Carolyn Becoh

Address: [REDACTED]

Home Phone: [REDACTED]

Cell Phone: [REDACTED]

Email: [REDACTED]

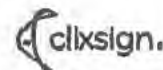
Last 4 SSN: [REDACTED]

[REDACTED]

Schedule of PaymentsI agree to this payment schedule – Client Initials: 

Payment #	Process Date	Amount
1	Dec 19, 2021	\$296.95
2	Jan 18, 2022	\$296.95
3	Feb 18, 2022	\$296.95
4	Mar 18, 2022	\$296.95
5	Apr 18, 2022	\$296.95
6	May 18, 2022	\$296.95
7	Jun 30, 2022	\$296.95
8	Jul 18, 2022	\$296.95
9	Aug 18, 2022	\$296.95
10	Sep 19, 2022	\$296.95
11	Oct 18, 2022	\$296.95
12	Nov 18, 2022	\$296.95
13	Dec 18, 2022	\$296.95
14	Jan 18, 2023	\$296.95
15	Feb 21, 2023	\$296.95
16	Mar 20, 2023	\$296.95
17	Apr 18, 2023	\$296.95
18	May 18, 2023	\$296.95
19	Jun 18, 2023	\$296.95
20	Jul 18, 2023	\$296.95
21	Aug 18, 2023	\$296.95
22	Sep 18, 2023	\$296.95
23	Oct 18, 2023	\$296.95
24	Nov 20, 2023	\$296.94

E-Signature Completion Certificate



Your Document Was Successfully Signed!

Congratulations, your document(s) was successfully signed. Please find details below related to your e-signature submission.

Signing Details

Document ID
4835311

Document Title
LSA - LPG - English New

Sender IP Address
[REDACTED]

Number Of Signers
1

Signer Email
[REDACTED]

Signer IP Address
172.58.168.70

Timestamp
2021-12-02T17:23:45-06:00

Document MD5 Hash
[REDACTED]

Document Audit

✓ Sent at 1969-12-31T18:00:00-05:00 from IP [REDACTED]

✓ Delivered to [REDACTED] 2021-12-02T17:19:56-06:00 from 172.58.168.70

✓ Adopted Signature at 2021-12-02T17:21:52-06:00 from 172.58.168.70

✓ Completed Signing at 2021-12-02T17:23:45-06:00 from 172.58.168.70

✓ PDF Generated at 2021-12-02T17:23:45-06:00

Sending Agent
Mozilla/5.0 (Linux; Android 10; LM-K300) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/89.0.4389.105
Mobile Safari/537.36

EXHIBIT B

Electronic Payment Authorization

Electronic Payment Authorization

Bank Name: [REDACTED]
Name on Account: Carolyn Beech
Account Type: Checking
Other (specify: _____)
Routing Number: [REDACTED]
Account Number: [REDACTED]
Next Payment Date: Dec 20, 2021 Amount: \$ 296.95
Recurring Payment Date: 18th

By signing below, I authorize and permit LPG or their designees to initiate electronic funds transfer via an Automated Clearing House system (ACH) from my account listed above. I will also provide LPG with a voided check or savings deposit slip.

If necessary, LPG may make adjustments if errors have occurred during the transaction. The date of the draft is listed above, however, if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. This authority will remain in effect until LPG is notified by the member in writing at least 5 days prior to the next scheduled draft date. No other forms of cancellation by members will be observed. If the debit is returned because of non-sufficient funds or uncollected funds, then the originator and its financial institution may reinitiate the entry up to two (2) times. The reversal of funds from a client's account that was drafted in error cannot be made until seven business days from the draft date. The member agrees to waive all rights of reversal or refusal of any payment on any draft that LPG may make against the member's bank account while services are performed. The member agrees with all of the provisions and conditions outlined within.

Acknowledgment of Refunds & Draft Date Changes

ACH Refunds: If a refund is due such will be made through the ACH process only. Refunds may take up to 10 days to process. In the event my EFT or draft is returned from my bank unpaid, I agree that a fee of \$25.00 or as allowed by law may be charged to my account via draft or EFT. Furthermore, I warrant that I am authorized to execute this payment authorization and the above information is true and correct. Draft Date Changes: A client may stop any ACH debit by providing written notice to LPG at least three (3) business days prior to the scheduled payment. If you should need to notify us of your intent to cancel and/or revoke this authorization you must contact us three (3) business days prior to the questioned debit being initiated.

Client Signature:

[REDACTED]

Printed Name:
Carolyn Beech

Preauthorized checking and ACH authorization

Preauthorized Checking and ACH Authorization Form

I hereby apply for and agree to establish a non-interest bearing special purpose account (the "Account") with a bank ("Bank") selected by LPG, its payments processors, and/or their successors for the purpose of accumulating funds to pay for such goods and services as I so direct LPG to perform. This application is subject to Bank's customer identification program, as required by the USA PATRIOT ACT and other applicable laws, and accordingly, I hereby represent that the above information is true and complete to the best of my knowledge and belief. The bank account information provided above may be subject to account validation processes to include pre-notification and a \$0.01 micro-deposit.

Account Owner Name: Carolyn Beech

Address: [REDACTED]

Mobile Phone #: E-Mail: [REDACTED]

DESIGNATED BANK ACCOUNT INFORMATION

Bank Name: [REDACTED]

Name as it appears on bank ACCOUNT: Carolyn Beech

Routing Number: [REDACTED] **Account Number:** [REDACTED] **Checking or Saving:** [REDACTED]

DESIGNATED BANK ACCOUNT PAYMENT AUTHORIZATION SCHEDULE

Total Amount of Debit: \$296.95 **Date of Next Debit:** Dec 20, 2021

I authorize Payment Automation Network to initiate Automatic Clearing House (ACH) or Electronic Funds Transfer (EFT) or Remotely Created Check (RCC) from my designated bank account at the financial institution identified above. I authorize Payment Automation Network to debit my bank account according to the schedule of debits provided to Payment Automation Network by me or on my behalf or as otherwise provided by agreement. I understand that debits will be withdrawn on the due date unless otherwise indicated and that sufficient funds must be available in designated account at least two (2) business days prior to the actual date of the debit. Upon my approval, Payment Automation Network may adjust the amount being debited from designated bank account. This authorization is to remain in force until the schedule of debits is completed or until Payment Automation Network has received written notification from me of a change or termination, allowing Payment Automation Network no fewer than five (5) business days to act. Payment Automation Network shall not be liable to any person for not completing a transaction as a result of any limit on my designated bank account or if a financial institution fails to honor any debit from such account. I understand it is my responsibility to notify Payment Automation Network immediately if a scheduled debit does not occur. I authorize Payment Automation Network to recover funds by ACH/EFT/RCC debit from my bank account in the event of an error or in the event that a prior debit is returned for any reason, including non-sufficient funds. I understand that a \$25.00 service charge will be added for every NSF draft. I understand I can call Payment Automation Network at 800-813-3740 to cancel the automatic draft payments. Payments will be drafted on the payment due date of the original Servicing agreement. I understand and agree that Payment Automation Network, Inc. is a private company, and is not affiliated with any academic or

governmental entity. The Payment Automation Network, Inc. service bridges the gap between the student loan consolidation company Software and ACH, EFT, or RCC processor. Payment Automation Network, Inc. is not a money transmitter or debt collection agency and does not receive money from individual debtors. Payment Automation Network, Inc. is not engaged in the business of debt or credit counseling or the provision of other services to individual debtors. Payment Automation Network, Inc. does not solicit, offer loan consolidation services, or provide services directly to individual debtors. Payment Automation Network, Inc. does not have a contractual relationship with individual debtors to effect the adjustment, compromise, or discharge of any loan account.

I have read and understand the information contained in this document and I affirm that the above information given by me is accurate and true to the best of my knowledge.

Account Holder's Signature:



Date: 12/2/2021



Smarter Path to Debt Relief Services

3/8/22, 2:57 PM

LPG Law - USA Debt Relief Legal Services Firm - Call Us!

SMARTER PATH TO

Debt Relief Legal Services

GET IN TOUCH

FEATURED IN:

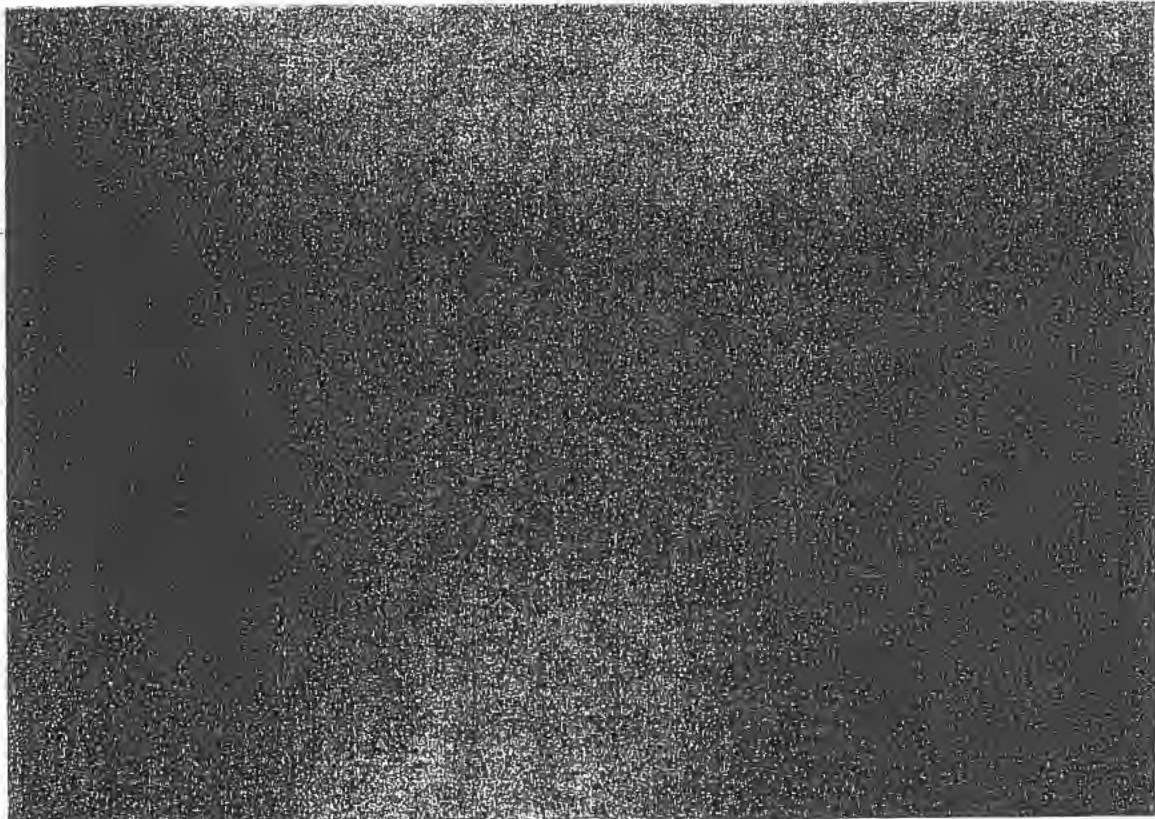
3/8/22, 2:57 PM

LPG Law - USA Debt Relief Legal Services Firm - Call Us!



3/8/22, 2:57 PM

LPG Law - USA Debt Relief Legal Services Firm - Call Us!



WHY CHOOSE US?

**there's a dedicated team of
attorneys for every legal
matter.**

At LPG Law, we have experienced attorneys for nearly every financial or legal matter. So, when you or your family face hardship, our team can litigate the debt, bankruptcy, or civil issue on your behalf to protect your future.

About Our Firm

3/8/22, 2:57 PM

LPG Law - USA Debt Relief Legal Services Firm - Call Us!

DEDICATED & OUTCOME FOCUSED

How Can Our **Debt Relief Attorneys** Help You?

Step 1

Call for a free phone consultation.

 **949-229-6262**

Step 2

An experienced debt relief attorney will speak with
you and evaluate your case.

Step 3

If retained, we will move forward with the initial
paperwork to begin working on your case.

3/8/22, 2:57 PM

LPG Law - USA Debt Relief Legal Services Firm - Call Us!

WE FIGHT HARD WHEN REPRESENTING YOU.

Debt Relief is Our #1 Specialty

Our expert legal team spans across the country in our various locations from west coast to east coast with diverse backgrounds and case experience that allows us to select the right attorney for every case. Don't settle with a firm that has less resources to take on your case and have the connections, know-how and access to fight hard for you outside of court and in court when necessary.

3/8/22, 2:57 PM

LPG Law - USA Debt Relief Legal Services Firm - Cell Us!

Has your **credit score** already been negatively impacted?

Have you been **denied employment because of your financial situation?**

Have you been **doing everything just to pay interest** and getting behind no matter what you try?

Has your **creditor threatened** you for non payment?

Have you been **struggling to pay multiple high-interest rate credit cards** or personal loans?

Has your family been at risk of **losing your home or other assets** as a result of your financial hardship?

Were you **sent legal paperwork or a lawsuit** from your creditors for non-payment or late

3/8/22, 2:57 PM

LPG Law - USA Debt Relief Legal Services Firm - Call Us!

Has your personal property or car been
repossessed as a result of late payments?

If your answer is yes to some of these questions,
you *might* have a potential legal claim.

**CONTACT US TODAY FOR A FREE
CONSULTATION**

 **(949) 229-6262**

our core focus

LPG started with a respected group of established attorneys and has rapidly grown across the country into new states as demand for our services has flourished due to demonstrated success for our clients. We assist people that need general legal counsel, financial advisory all the way to protecting individuals in court with our full suite of litigation services.

3/8/22, 2:57 PM

LPG Law - USA Debt Relief Legal Services Firm - Call Us!

and wanted to put our expertise to good use helping individuals around the country protect themselves from harassment from debtors.

our firm

OVERVIEW

OUR MISSION

OUR ATTORNEYS

PRACTICE AREAS

WHAT OUR CLIENTS SAY

FOCUSING EXCLUSIVELY ON

3/8/22, 2:57 PM

LPG Law - USA Debt Relief Legal Services Firm - Call Us!

DEBT RELIEF Litigation

Protecting the Finances of Consumers and Average Americans

Protecting your Finances. Get a Free Consultation.

Full N

Email

Phone

Desc



Get Help Now

WHAT WE DO

Attorneys for **Consumers In Debt**, Civil
and **Commercial** Legal Matters

Offering a way out of debt, collections harassment, legal
action and financial burdens in 48 US states

<http://lpglaw.com>

9/13

00191

3/8/22, 2:57 PM

LPG Law - USA Debt Relief Legal Services Firm - Call Us!

My largest **creditors** are threatening to send my case to court →

I need help consolidating **unstructured debt** from multiple sources and credit lines →

I need help with **civil litigation or arbitration.** →

I am being **harassed by creditors for collections.** →

My **credit report was damaged** and needs to be worked on by a knowledgeable lawyer. →

I am dealing with or facing imminent **personal bankruptcy issues** and seek legal advice →

I have **real estate at risk** from financial or legal issues →

3/8/22, 2:57 PM

LPG Law - USA Debt Relief Legal Services Firm - Call Us!

I need **business litigation services** for corporate issues →

FREQUENTLY ASKED QUESTIONS

IS THERE ANYTHING I CAN DO TO GET NEGATIVE ITEMS OFF MY CREDIT?

Yes. Our attorneys can get to work for you dealing with your creditors and utilizing the full extent of the law to find a resolution that is in your favor. There are many tactics from settlement to debt validation that our law firm can pursue with your creditors and their collections branches or divisions.

MY CREDITOR WANTS TO SEND MY CASE TO COURT. SHOULD I RESPOND?

HOW DOES THE PROCESS WORK TO GET STARTED? WHAT DO YOU NEED FROM

3/8/22, 2:57 PM

LPG Law - USA Debt Relief Legal Services Firm - Call Us!

**DO I HAVE ANY OPTIONS TO AVOID
BANKRUPTCY OR GOING TO COURT?**

Get A Legal Case Evaluation

Our experts are here to
answer your questions

CONTACT US TODAY

ADDRESS

WANT TO TALK?

SOCIAL MEDIA

3/8/22, 2:57 PM

LPG Law - USA Debt Relief Legal Services Firm - Call Us!

V E A

13/13

Your Lawyers for Debt Resolution to Regain Financial Freedom

YOUR LAWYERS FOR DEBT

RESOLUTION

TO REGAIN FINANCIAL FREEDOM

FEATURED IN:

BUSINESS
INSIDER

MORNINGSTAR

FOX

Google News

Bloomberg

AP Associated Press

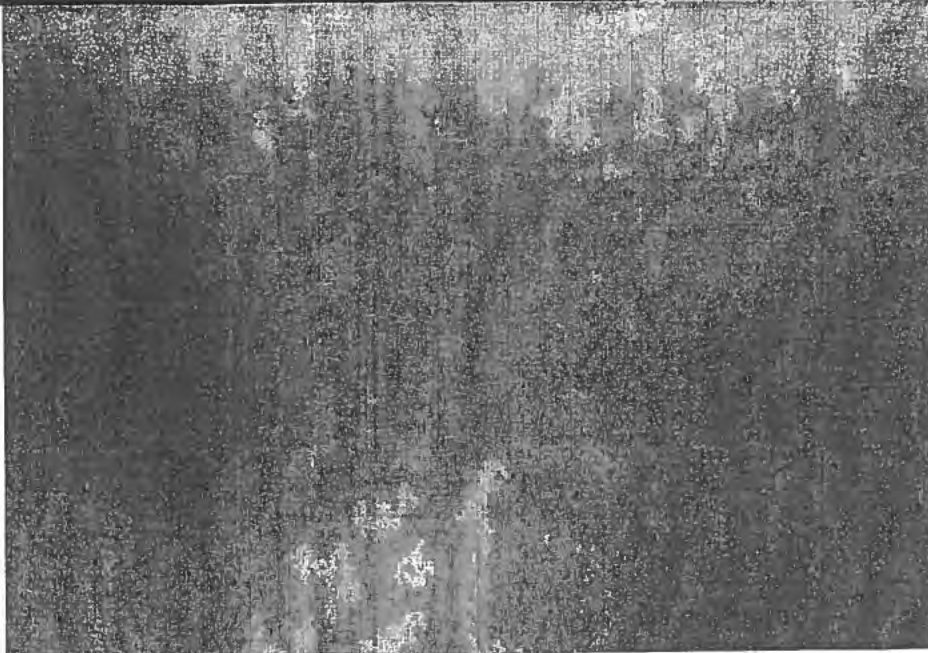
yahoo!
finance

Daily Herald

DEF00000121



00197



WHY CHOOSE US?

there's a dedicated team of attorneys for every legal matter.

At LPG Law, we have experienced attorneys for nearly every financial or legal matter. So, when you or your family face hardship, our team can litigate the debt, bankruptcy, or civil issue on your behalf to protect your future.

About Our Firm

DEDICATED & OUTCOME FOCUSED

How Can Our **Debt Relief Attorneys** Help You?

00198

Call for a free phone consultation.

📞 949-229-6262

Step
2

An experienced debt relief attorney will speak with you and evaluate your case.

Step
3

If retained, we will move forward with the initial paperwork to begin working on your case.

WE FIGHT HARD WHEN REPRESENTING YOU.

Debt Relief is Our #1 Specialty

Our expert legal team spans across the country in our various locations from west coast to east coast with diverse backgrounds and case experience that allows us to select the right attorney for every case. Don't settle with a firm that has less resources to take on your case and have the connections, know-how and access to fight hard for you outside of court and in court when necessary.

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00199

Do you have creditors harassing you at work and home?

Has your credit score already been negatively impacted?

Have you been denied employment because of your financial situation?

Have you been doing everything just to pay interest and getting behind no matter what you try?

Has your creditor threatened you for non payment?

Have you been struggling to pay multiple high-interest rate credit cards or personal loans?

Has your family been at risk of losing your home or other assets as a result of your financial hardship?

Were you sent legal paperwork or a lawsuit from your creditors for non-payment or late payments?

Has your personal property or car been repossessed as a result of late payments?

If your answer is yes to to working with LPG *sign up* or give us a call.

CONTACT US TODAY FOR A FREE CONSULTATION

📞 (949)229-6262

our core focus

LPG started with a respected group of established attorneys and has rapidly grown across the country into new states as demand for our services has flourished due to demonstrated success for our clients. We assist people that need general legal counsel, financial advisory all the way to protecting individuals in court with our full suite of litigation services.

From inception we are dedicated to helping consumers and everyday Americans get control over their debt and finances. We've seen debt hurt loved ones, family members and wanted to put our expertise to good use helping individuals around the country protect themselves from harassment from debtors.

our firm

OVERVIEW

OUR MISSION

OUR ATTORNEYS

PRACTICE AREAS

WHAT OUR CLIENTS SAY

Protecting your Finances. Get a Free
Consultation.

DEF00000125

WHAT WE DO

Attorneys for **Consumers In Debt**, Civil and **Commercial** Legal Matters

Offering a way out of debt, collections harassment, legal action and financial burdens in 48 US states



Case to court

I need help consolidating **unstructured debt** from
multiple sources and credit lines →

I need help with **civil litigation or arbitration.** →

I am being **harassed by creditors for collections.** →

My credit report was damaged and needs to be
worked on by a knowledgeable lawyer. →

I am dealing with or facing imminent **personal**
bankruptcy issues and seek legal advice →

I have real estate at risk from financial or legal
issues →

I need **business litigation services** for corporate
issues →

FREQUENTLY ASKED QUESTIONS

IS THERE ANYTHING I CAN DO TO GET NEGATIVE ITEMS OFF MY CREDIT? +

MY CREDITOR WANTS TO SEND MY CASE TO COURT. SHOULD I RESPOND? +

HOW DOES THE PROCESS WORK TO GET STARTED? WHAT DO YOU NEED FROM ME? +

DO I HAVE ANY OPTIONS TO AVOID BANKRUPTCY OR GOING TO COURT? +

TYPES OF DEBT WE WORK ON

We've been able to help countless individuals with their debt problems across a large variety of verticals from auto to credit card, personal loans, bankruptcy, equipment leases and business loans, lending club and even signature loans, summons, judgments and more. Explore some of the loan types we help service below.

Credit Cards ▶

Medical Bills ▶

Private Student Loans ▶

Timeshares ▶

Lending Club ▶

Auto Loans ▶

Judgments ▶

Summons ▶

Unsecured Debt ▶

Bankruptcy ▶

Commercial Loans ▶

Real Estate ▶

DEF00000128

00204

EXPERT ATTORNEYS IN DEBT RELIEF

With Experience and Compassion.

If you've been subject to harassment from your creditors or have found yourself in a difficult position financially from excessive credit card debt, bankruptcy, or civil issues our legal team can help. With extensive experience and service to 48 US states we have an expert ready for you.

Contact an expert debt relief attorney today to schedule a free and confidential consultation to discuss your situation. We look forward to serving you.

Schedule A Free & Confidential Consultation

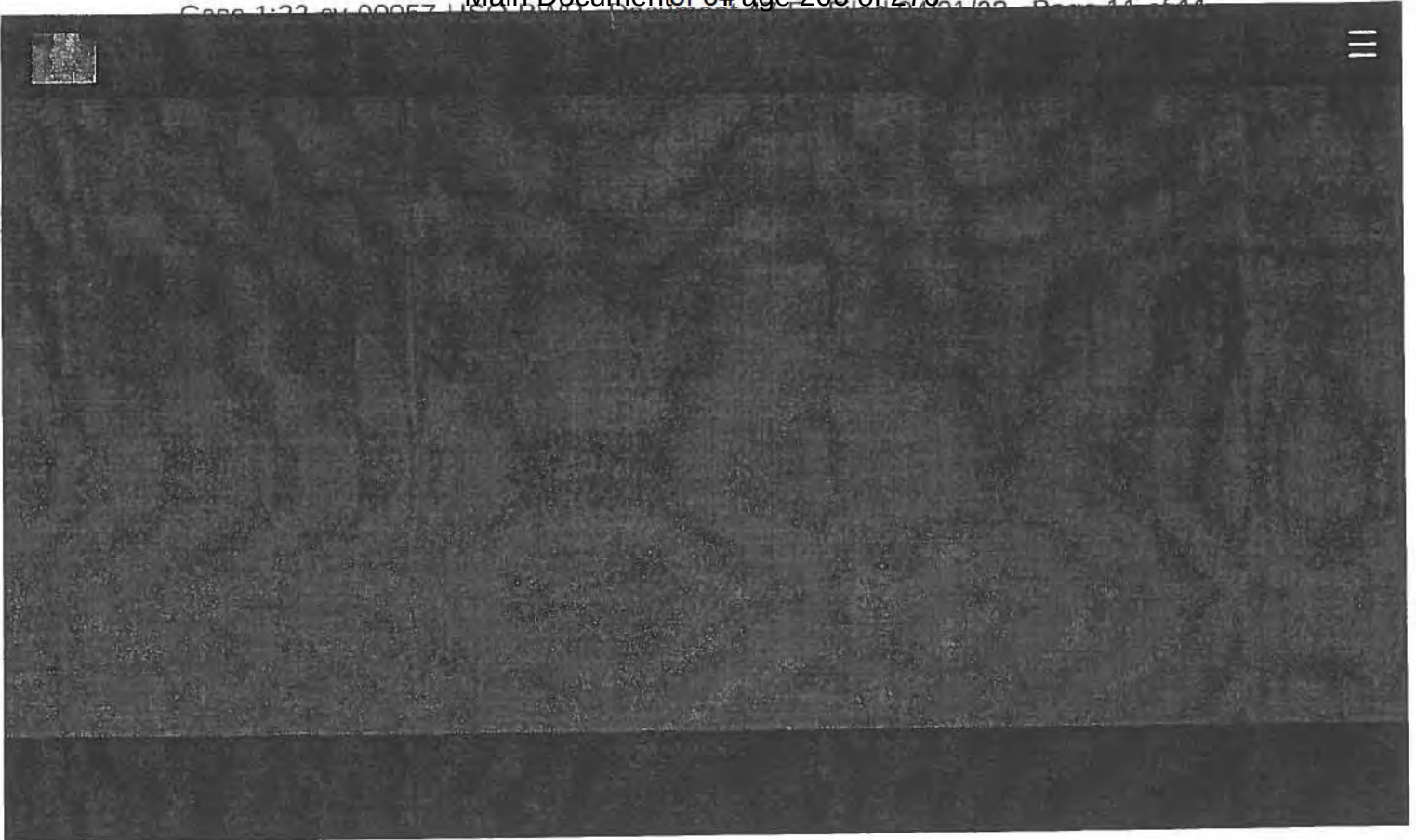
FULL NAME *

EMAIL *

PHONE *

BRIEF CASE DESCRIPTION

GET STARTED



DEF00000130

00206

EXHIBIT F

Form letter disputing their debts

December 27th, 2021

PERSONAL AND CONFIDENTIAL



P.O. Box 513018, Los Angeles, CA 90051-1018
Tel. (949) 715-0644 · Fax (949) 315-4332
Support@LPGLaw.com



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1.1.590138.S1.3

1ST FRANKLIN FINANCIAL

135 E TUGALO ST

TOCCOA GA 30577-2357

Re: Carolyn Beech
Dispute of Account: **7101**

To Whom it May Concern:

I am writing to inform you that I have been retained by Carolyn Beech, born on 11/22/1954, bearing account number ****7101. My client hereby officially disputes the debt you allege my client owes to you. Please provide verification that my client incurred the obligation you assert, including the operative contract you assert my client entered into, and all documentation setting forth the purported amount owed on the account you allege. Please direct all communication regarding this account to me at the contact information provided above.

Specifically, my client disputes the validity of the debt you allege because my client did not incur the obligations you assert. Upon a review of my client's records, it appears that you have not complied with the Fair Credit Billing Act, Fair Debt Collections Practices Act, Truth in Lending Act, and Credit CARD Act of 2009. My client specifically raises, inter alia, the lack of legal capacity of you, the debt collector; the absence of a valid signature on any purported contract with you; the lack of a true bill in my client's possession concerning the purported account; and the lack of any verification of the alleged debt. Accordingly, please provide the following information:

- The operative contract(s), and all of them, that you assert my client entered into with you
- The name, address, phone number, and account number of the original creditor if you acquired my client's account after it was allegedly opened
- Any affidavit of assignment if you are not the original purported creditor, including the date of assignment (if not found on the affidavit, please provide documentation to show the date of assignment)
- The contract into which you entered with the original creditor, if applicable, to acquire the debt

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my client allegedly owes

- Proof that the statute of limitations has not expired on the debt my client allegedly owes to you
- Proof that you possess a license to collect upon debts if you are not the original creditor on the purported account, including a license in the state in which you operate and the state in which my client resides
- Proof that my client's purported account was never charged off by the original creditor or any subsequent debt collector who acquired collection rights from the original creditor
- A copy of any judgment you purport to have concerning the debt my client allegedly owes
- Documentation showing the legal capacity of the representative responding to this demand

If you fail to respond to this demand for verification and validation of the debt you allege my client owes to you according to state and federal law, my client will treat this debt as invalid and any further attempts to collect upon this debt will be considered a violation of such laws and will trigger legal action on behalf of my client. I look forward to an amicable resolution to this dispute, and await your response.

Sincerely,

Daniel S. March

EXHIBIT G

Cease and desist from further communications



P.O. Box 513018, Los Angeles, CA 90051-1018
Tel. (949) 715-0644 · Fax (949) 315-4332
Support@LPGLaw.com

December 27th, 2021

PERSONAL AND CONFIDENTIAL

1st Franklin Financial
135 E TUGALO ST
TOCCOA, GA 30577

DEMAND TO CEASE AND DESIST FURTHER COMMUNICATIONS

Re: Carolyn Beech

Account Number: [REDACTED] 7101

To Whom It May Concern:

I represent Carolyn Beech in connection with the above-referenced account that you claim is owed by my client. We are exploring all options to resolve my client's debts, including bankruptcy.

Effective immediately, you are to **CEASE ALL COMMUNICATION** with my client; including, but not limited to, calling any telephone numbers associated with the above-referenced account, and/or calling any third parties. All further communications regarding the above-referenced account should be directed to my office.

If you have any questions regarding this matter, please contact Litigation Practice Group at 949-229-6262. Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Daniel S. March'.

Daniel S. March

Major credit bureaus form letters



P.O. Box 513018, Los Angeles, CA 90051-1018
Tel. (949) 715-0644 • Fax (949) 315-4332
Support@LPGLaw.com

February 22, 2022

PERSONAL AND CONFIDENTIAL

EQUIFAX

PO BOX 740256

ATLANTA, GA 30374

Re: Carolyn Beech

Social Security No: XXX-XX-7188

Date of Birth: [REDACTED]

Address: 9 Pelican Lane, Carriere, MS 39426

To Whom It May Concern:

I am writing to dispute the following account:

Creditor: FSTHERITAG

Account #: [REDACTED] 3632

Please take note that I adamantly deny liability for the above-referenced account, and hereby assert that I **DO NOT OWE** the account, that the balance listed is the **WRONG AMOUNT**, and that **FSTHERITAG CANNOT COLLECT** the account.

Based on the foregoing, pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681 et al., I hereby demand the immediate **REMOVAL/DELETION** of this account from my credit report, and that you block any future reporting of the same.

Very truly yours,

Carolyn Beech
(poa)

Major credit bureaus form letters

LG | LITIGATION PRACTICE GROUP

P.O. Box 518016, Los Angeles, CA 90051-1018
Tel. (949) 715-0644 • Fax (949) 315-4332
Support@LPGLaw.com

February 22, 2022

PERSONAL AND CONFIDENTIAL

EXPERIAN
PO BOX 4500
ALLEN, TX 75013

Re: Carolyn Beech
Social Security No: XXX-XX-7188
Date of Birth: [REDACTED]
Address: 9 Pelican Lane., Carriere, MS 39426

To Whom It May Concern:

I am writing to dispute the following account:

Creditor: **FSTHERITAG**
Account #: [REDACTED] 3632

Please take note that I adamantly deny liability for the above-referenced account, and hereby assert that I **DO NOT OWE** the account, that the balance listed is the **WRONG AMOUNT**, and that **FSTHERITAG CANNOT COLLECT** the account.

Based on the foregoing, pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681 et al., I hereby demand the immediate **REMOVAL/DELETION** of this account from my credit report, and that you block any future reporting of the same.

Very truly yours,

Carolyn Beech
(poa)

Major credit bureaus form letters



P.O. Box 513018, Los Angeles, CA 90051-1018
Tel. (949) 715-0644 · Fax (949) 315-4332
Support@LPGLaw.com

February 22, 2022

PERSONAL AND CONFIDENTIAL

TRANSUNION
PO BOX 2000
CHESTER, PA 19016

Re: Carolyn Beech
Social Security No: XXX-XX-7188
Date of Birth: [REDACTED]
Address: 9 Pelican Lane., Carriere, MS 39426

To Whom It May Concern:

I am writing to dispute the following account:

Creditor: FSTHERITAG
Account #: [REDACTED] 8632

Please take note that I adamantly deny liability for the above-referenced account, and hereby assert that I **DO NOT OWE** the account, that the balance listed is the **WRONG AMOUNT**, and that **FSTHERITAG CANNOT COLLECT** the account.

Based on the foregoing, pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681 et al., I hereby demand the immediate **REMOVAL/DELETION** of this account from my credit report, and that you block any future reporting of the same.

Very truly yours,

Carolyn Beech
(poa)

PROOF OF SERVICE

Daniel A. Edelman certifies that on June 21, 2023 the foregoing Class Proof of Claim by Carolyn Beech will be served by the court via NEF and hyperlink to the document. On June 21, 2023 I checked the CM/ECF docket for this bankruptcy case and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Joon M. Khang
Christopher Celentino
D. Edward Hays
Kenneth Miskin
Queenie K. Ng

joon@khanglaw.com
christopher.celentino@dinsmore.com
ehays@marshackhays.com
Kenneth.M.Miskin@usdoj.gov
queenie.k.ng@usdoj.gov

/s/ Daniel A. Edelman
Daniel A. Edelman

Daniel A. Edelman (IL 0712094)
EDELMAN, COMBS, LATTURNER & GOODWIN, LLC
20 South Clark Street, Suite 1500
Chicago, IL 60603-1824
(312) 739-4200
(312) 419-0379 (FAX)
Email address for service: courtecl@edcombs.com

Exhibit "G"



Call Now
877-697-1080

Our Privacy Policy

Privacy Policy of **lpglaw.com**

This Website collects some Personal Data from its Users.

This document contains a section dedicated to Californian consumers and their privacy rights.

This document can be printed for reference by using the print command in the settings of any browser.

Owner and Data Controller

Litigation Practice Group
17542 17th Street
Suite 100
Tustin CA 92780

Owner contact email: info@lpglaw.com

Types of Data collected

Among the types of Personal Data that this Website collects, by itself or through third parties, there are: Tracker; Usage Data; email address; first name; last name; phone number; ZIP/Postal code; device information; shopping history; unique device identifiers for advertising (Google Advertiser ID or IDFA, for example); various types of Data; address; Data communicated in order to use the Service.

Complete details on each type of Personal Data collected are provided in the dedicated sections of this privacy policy or by specific explanation texts displayed prior to the Data collection.

Personal Data may be freely provided by the User, or, in case of Usage Data, collected automatically when using this Website.

Unless specified otherwise, all Data requested by this Website is mandatory and failure to provide this Data may make it impossible for this Website to provide its services. In cases where this Website specifically states that some Data is not mandatory, Users are free not to communicate this Data without consequences to the availability or the functioning of the Service.

Users who are uncertain about which Personal Data is mandatory are welcome to contact the Owner.

Any use of Cookies – or of other tracking tools – by this Website or by the owners of third-party services used by this Website serves the purpose of providing the Service required

by the User, in addition to any other purposes described in the present document and in the Cookie Policy, if available.

Users are responsible for any third-party Personal Data obtained, published or shared through this Website and confirm that they have the third party's consent to provide the Data to the Owner.

Mode and place of processing the Data

Methods of processing

The Owner takes appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the Data.

The Data processing is carried out using computers and/or IT enabled tools, following organizational procedures and modes strictly related to the purposes indicated. In addition to the Owner, in some cases, the Data may be accessible to certain types of persons in charge, involved with the operation of this Website (administration, sales, marketing, legal, system administration) or external parties (such as third-party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as Data Processors by the Owner. The updated list of these parties may be requested from the Owner at any time.

Legal basis of processing

The Owner may process Personal Data relating to Users if one of the following applies:

- Users have given their consent for one or more specific purposes. Note: Under some legislations the Owner may be allowed to process Personal Data until the User objects to such processing ("opt-out"), without having to rely on consent or any other of the following legal bases. This, however, does not apply, whenever the processing of Personal Data is subject to European data protection law;
- provision of Data is necessary for the performance of an agreement with the User and/or for any pre-contractual obligations thereof;
- processing is necessary for compliance with a legal obligation to which the Owner is subject;
- processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in the Owner;
- processing is necessary for the purposes of the legitimate interests pursued by the Owner or by a third party.

In any case, the Owner will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

The Data is processed at the Owner's operating offices and in any other places where the parties involved in the processing are located.

Depending on the User's location, data transfers may involve transferring the User's Data to a country other than their own. To find out more about the place of processing of such transferred Data, Users can check the section containing details about the processing of Personal Data.

Users are also entitled to learn about the legal basis of Data transfers to a country outside the European Union or to any international organization governed by public international law or set up by two or more countries, such as the UN, and about the security measures taken by the Owner to safeguard their Data.

If any such transfer takes place, Users can find out more by checking the relevant sections of this document or inquire with the Owner using the information provided in the contact section.

Retention time

Personal Data shall be processed and stored for as long as required by the purpose they have been collected for.

Therefore:

- Personal Data collected for purposes related to the performance of a contract between the Owner and the User shall be retained until such contract has been fully performed.
- Personal Data collected for the purposes of the Owner's legitimate interests shall be retained as long as needed to fulfill such purposes. Users may find specific information regarding the legitimate interests pursued by the Owner within the relevant sections of this document or by contacting the Owner.

The Owner may be allowed to retain Personal Data for a longer period whenever the User has given consent to such processing, as long as such consent is not withdrawn.

Furthermore, the Owner may be obliged to retain Personal Data for a longer period whenever required to do so for the performance of a legal obligation or upon order of an authority.

Once the retention period expires, Personal Data shall be deleted. Therefore, the right of access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after expiration of the retention period.

The purposes of processing

The Data concerning the User is collected to allow the Owner to provide its Service, comply with its legal obligations, respond to enforcement requests, protect its rights and interests (or those of its Users or third parties), detect any malicious or fraudulent activity, as well as the following: Remarketing and behavioral targeting, Analytics, Contacting the User, Advertising, Managing contacts and sending messages, User database management, Displaying content from external platforms, Infrastructure monitoring and Tag Management.

For specific information about the Personal Data used for each purpose, the User may refer to the section “Detailed information on the processing of Personal Data”.

Detailed information on the processing of Personal Data

Personal Data is collected for the following purposes and using the following services:

Advertising

This type of service allows User Data to be utilized for advertising communication purposes. These communications are displayed in the form of banners and other advertisements on this Website, possibly based on User interests.

This does not mean that all Personal Data are used for this purpose. Information and conditions of use are shown below.

Some of the services listed below may use Trackers to identify Users or they may use the behavioral retargeting technique, i.e. displaying ads tailored to the User’s interests and behavior, including those detected outside this Website. For more information, please check the privacy policies of the relevant services.

In addition to any opt-out feature offered by any of the services below, Users may opt out by visiting the [Network Advertising Initiative opt-out page](#).

Users may also opt-out of certain advertising features through applicable device settings, such as the device advertising settings for mobile phones or ads settings in general.

Google Ad Manager (Google LLC)

Google Ad Manager is an advertising service provided by Google LLC that allows the Owner to run advertising campaigns in conjunction with external advertising networks that the Owner, unless otherwise specified in this document, has no direct relationship with. In order to opt out from being tracked by various advertising networks, Users may make use of [Youronlinechoices](#). In order to understand Google’s use of data, consult [Google’s partner policy](#).

This service uses the “DoubleClick” Cookie, which tracks use of this Website and User behavior concerning ads, products and services offered.

Users may decide to disable all the DoubleClick Cookies by going to: [Google Ad Settings](#).

Personal Data processed: Tracker; Usage Data.

Place of processing: United States – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

LinkedIn Ads (LinkedIn Corporation)

LinkedIn Ads is an advertising service provided by LinkedIn Corporation.

Personal Data processed: Tracker; Usage Data.

Place of processing: United States – [Privacy Policy](#) – [Opt out](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

NextRoll (NextRoll, Inc.)

NextRoll is an advertising service provided by NextRoll, Inc. NextRoll, Inc. performs a hash of the User's email address in order to serve targeted advertising to other devices connected to them (i.e. cross-device tracking).

Personal Data processed: device information; purchase history; Tracker; unique device identifiers for advertising (Google Advertiser ID or IDFA, for example); Usage Data.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#).

Category of personal information collected according to CCPA: identifiers; commercial information; internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

Analytics

The services contained in this section enable the Owner to monitor and analyze web traffic and can be used to keep track of User behavior.

Google Analytics (Google LLC)

Google Analytics is a web analysis service provided by Google LLC ("Google"). Google utilizes the Data collected to track and examine the use of this Website, to prepare reports

on its activities and share them with other Google services.

Google may use the Data collected to contextualize and personalize the ads of its own advertising network.

Personal Data processed: Tracker; Usage Data.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

Google Analytics with anonymized IP (Google LLC)

Google Analytics is a web analysis service provided by Google LLC ("Google"). Google utilizes the Data collected to track and examine the use of this Website, to prepare reports on its activities and share them with other Google services.

Google may use the Data collected to contextualize and personalize the ads of its own advertising network.

This integration of Google Analytics anonymizes your IP address. It works by shortening Users' IP addresses within member states of the European Union or in other contracting states to the Agreement on the European Economic Area. Only in exceptional cases will the complete IP address be sent to a Google server and shortened within the US.

Personal Data processed: Tracker; Usage Data.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

Contacting the User

Mailing list or newsletter (this Website)

By registering on the mailing list or for the newsletter, the User's email address will be added to the contact list of those who may receive email messages containing information of commercial or promotional nature concerning this Website. Your email address might also be added to this list as a result of signing up to this Website or after making a purchase.

Personal Data processed: email address; first name; last name; phone number; ZIP/Postal code.

Category of personal information collected according to CCPA: identifiers.

Displaying content from external platforms

This type of service allows you to view content hosted on external platforms directly from the pages of this Website and interact with them.

This type of service might still collect web traffic data for the pages where the service is installed, even when Users do not use it.

YouTube IFrame Player (Google LLC)

YouTube IFrame Player is a video content visualization service provided by Google LLC that allows this Website to incorporate content of this kind on its pages.

Through this Service, this Website may collect Data directly or indirectly on or from Users' devices, including by making use of trackers. Users may restrict such access to their Data via the [security settings page](#) provided by Google. Users may ask the Owner for further information about these privacy settings at any time through the contact details provided in this document.

Data collected through the Service may also be used to help third parties deliver interest-based advertising. Users can opt out of third-party interest-based advertising through their device settings or by visiting the [Network Advertising Initiative opt-out page](#).

Personal Data processed: Data communicated in order to use the Service.

Place of processing: United States – [Privacy Policy](#) – [Opt out](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

Google Fonts (Google LLC)

Google Fonts is a typeface visualization service provided by Google LLC that allows this Website to incorporate content of this kind on its pages.

Personal Data processed: Usage Data; various types of Data as specified in the privacy policy of the service.

Place of processing: United States – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

Font Awesome is a typeface visualization service provided by Fonticons, Inc. that allows this Website to incorporate content of this kind on its pages.

Personal Data processed: Usage Data.

Place of processing: United States – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

Infrastructure monitoring

This type of service allows this Website to monitor the use and behavior of its components so its performance, operation, maintenance and troubleshooting can be improved.

Which Personal Data are processed depends on the characteristics and mode of implementation of these services, whose function is to filter the activities of this Website.

Rollbar (Rollbar, Inc.)

Rollbar is a monitoring service provided by Rollbar, Inc.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: United States – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

Managing contacts and sending messages

This type of service makes it possible to manage a database of email contacts, phone contacts or any other contact information to communicate with the User.

These services may also collect data concerning the date and time when the message was viewed by the User, as well as when the User interacted with it, such as by clicking on links included in the message.

AdRoll Email (NextRoll, Inc.)

AdRoll Email is an email address management and message sending service provided by NextRoll, Inc. NextRoll, Inc. performs a hash of the User's email address in order to serve targeted advertising to other devices connected to them (i.e. cross-device tracking).

Users can opt-out of receiving interest-based ads by visiting the Adroll [opt-out page](#), following the instructions provided by the [Network Advertising Initiative](#) or directly through

their device advertising settings.

Personal Data processed: first name; last name.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#).

Category of personal information collected according to CCPA: identifiers.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers

ZOHO Campaigns (Zoho Corporation Pvt. Ltd.)

ZOHO Campaigns is an email address management and message sending service provided by Zoho Corporation Pvt. Ltd.

Personal Data processed: first name; last name.

Place of processing: United States – [Privacy Policy](#).

Category of personal information collected according to CCPA: identifiers.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

Remarketing and behavioral targeting

This type of service allows this Website and its partners to inform, optimize and serve advertising based on past use of this Website by the User

This activity is facilitated by tracking Usage Data and by using Trackers to collect information which is then transferred to the partners that manage the remarketing and behavioral targeting activity.

Some services offer a remarketing option based on email address lists.

In addition to any opt-out feature provided by any of the services below, Users may opt out by visiting the [Network Advertising Initiative opt-out page](#).

Users may also opt out of certain advertising features through applicable device settings, such as the device advertising settings for mobile phones or ads settings in general

Google Ads Remarketing (Google LLC)

Google Ads Remarketing is a remarketing and behavioral targeting service provided by Google LLC that connects the activity of this Website with the Google Ads advertising network and the DoubleClick Cookie.

Users can opt out of Google's use of cookies for ads personalization by visiting Google's [Ads Settings](#).

Personal Data processed: Tracker; Usage Data.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers

AdRoll (NextRoll, Inc.)

AdRoll is an advertising service provided by NextRoll, Inc. AdRoll can serve targeted advertising on any device connected to the User, by processing their email address **using a security technique called hashing**.

AdRoll may also automatically collect certain types of data to serve personalized recommendations to the User, as stated in its privacy policy.

Personal Data processed: device information; shopping history; Tracker; unique device identifiers for advertising (Google Advertiser ID or IDFA, for example); Usage Data; various types of Data.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#)

Category of personal information collected according to CCPA: identifiers; commercial information; internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

Facebook Custom Audience (Facebook, Inc.)

Facebook Custom Audience is a remarketing and behavioral targeting service provided by Facebook, Inc. that connects the activity of this Website with the Facebook advertising network.

Users can opt out of Facebook's use of cookies for ads personalization by visiting this [opt-out page](#).

Personal Data processed: email address; Tracker.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#)

Category of personal information collected according to CCPA: identifiers; internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of

the sale in the section detailing the rights of Californian consumers.

Tag Management

This type of service helps the Owner to manage the tags or scripts needed on this Website in a centralized fashion.

This results in the Users' Data flowing through these services, potentially resulting in the retention of this Data.

Google Tag Manager (Google LLC)

Google Tag Manager is a tag management service provided by Google LLC.

Personal Data processed: Tracker; Usage Data.

Place of processing: United States – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

User database management

This type of service allows the Owner to build user profiles by starting from an email address, a personal name, or other information that the User provides to this Website, as well as to track User activities through analytics features. This Personal Data may also be matched with publicly available information about the User (such as social networks' profiles) and used to build private profiles that the Owner can display and use for improving this Website.

Some of these services may also enable the sending of timed messages to the User, such as emails based on specific actions performed on this Website.

ZOHO CRM (Zoho Corporation Pvt. Ltd.)

ZOHO CRM is a User database management service provided by Zoho Corporation Pvt. Ltd.

Personal Data processed: address; email address; first name; last name; phone number; various types of Data as specified in the privacy policy of the service.

Place of processing: United States – [Privacy Policy](#).

Category of personal information collected according to CCPA: identifiers; internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

The rights of Users

Users may exercise certain rights regarding their Data processed by the Owner.

In particular, Users have the right to do the following:

- **Withdraw their consent at any time.** Users have the right to withdraw consent where they have previously given their consent to the processing of their Personal Data.
- **Object to processing of their Data.** Users have the right to object to the processing of their Data if the processing is carried out on a legal basis other than consent. Further details are provided in the dedicated section below.
- **Access their Data.** Users have the right to learn if Data is being processed by the Owner, obtain disclosure regarding certain aspects of the processing and obtain a copy of the Data undergoing processing.
- **Verify and seek rectification.** Users have the right to verify the accuracy of their Data and ask for it to be updated or corrected.
- **Restrict the processing of their Data.** Users have the right, under certain circumstances, to restrict the processing of their Data. In this case, the Owner will not process their Data for any purpose other than storing it.
- **Have their Personal Data deleted or otherwise removed.** Users have the right, under certain circumstances, to obtain the erasure of their Data from the Owner.
- **Receive their Data and have it transferred to another controller.** Users have the right to receive their Data in a structured, commonly used and machine readable format and, if technically feasible, to have it transmitted to another controller without any hindrance. This provision is applicable provided that the Data is processed by automated means and that the processing is based on the User's consent, on a contract which the User is part of or on pre-contractual obligations thereof.
- **Lodge a complaint.** Users have the right to bring a claim before their competent data protection authority.

Details about the right to object to processing

Where Personal Data is processed for a public interest, in the exercise of an official authority vested in the Owner or for the purposes of the legitimate interests pursued by the Owner, Users may object to such processing by providing a ground related to their particular situation to justify the objection.

Users must know that, however, should their Personal Data be processed for direct marketing purposes, they can object to that processing at any time without providing any justification. To learn, whether the Owner is processing Personal Data for direct marketing purposes, Users may refer to the relevant sections of this document.

How to exercise these rights

Any requests to exercise User rights can be directed to the Owner through the contact details provided in this document. These requests can be exercised free of charge and will be addressed by the Owner as early as possible and always within one month.

Cookie Policy

This Website uses Trackers. To learn more, the User may consult the [Cookie Policy](#).<

Additional information about Data collection and processing

Legal action

The User's Personal Data may be used for legal purposes by the Owner in Court or in the stages leading to possible legal action arising from improper use of this Website or the related Services.

The User declares to be aware that the Owner may be required to reveal personal data upon request of public authorities.

Additional information about User's Personal Data

In addition to the information contained in this privacy policy, this Website may provide the User with additional and contextual information concerning particular Services or the collection and processing of Personal Data upon request.

System logs and maintenance

For operation and maintenance purposes, this Website and any third-party services may collect files that record interaction with this Website (System logs) use other Personal Data (such as the IP Address) for this purpose.

Information not contained in this policy

More details concerning the collection or processing of Personal Data may be requested from the Owner at any time. Please see the contact information at the beginning of this document.

How "Do Not Track" requests are handled

This Website does not support "Do Not Track" requests.

To determine whether any of the third-party services it uses honor the "Do Not Track" requests, please read their privacy policies.

Changes to this privacy policy

The Owner reserves the right to make changes to this privacy policy at any time by notifying its Users on this page and possibly within this Website and/or – as far as technically and legally feasible – sending a notice to Users via any contact information

available to the Owner. It is strongly recommended to check this page often, referring to the date of the last modification listed at the bottom.

Should the changes affect processing activities performed on the basis of the User's consent, the Owner shall collect new consent from the User, where required.

<h3">Information for Californian consumers </h3">

This part of the document integrates with and supplements the information contained in the rest of the privacy policy and is provided by the business running this Website and, if the case may be, its parent, subsidiaries and affiliates (for the purposes of this section referred to collectively as "we", "us", "our").

The provisions contained in this section apply to all Users who are consumers residing in the state of California, United States of America, according to "The California Consumer Privacy Act of 2018" (Users are referred to below, simply as "you", "your", "yours"), and, for such consumers, these provisions supersede any other possibly divergent or conflicting provisions contained in the privacy policy.

This part of the document uses the term "personal information" as it is defined in The California Consumer Privacy Act (CCPA).

Categories of personal information collected, disclosed or sold

In this section we summarize the categories of personal information that we've collected, disclosed or sold and the purposes thereof. **You can read about these activities in detail in the section titled "Detailed information on the processing of Personal Data" within this document.**

Information we collect: the categories of personal information we collect

We have collected the following categories of personal information about you: identifiers, commercial information and internet information.

We will not collect additional categories of personal information without notifying you.

How we collect information: what are the sources of the personal information we collect?

We collect the above mentioned categories of personal information, either directly or indirectly, from you when you use this Website.

For example, you directly provide your personal information when you submit requests via any forms on this Website. You also provide personal information indirectly when you navigate this Website, as personal information about you is automatically observed and collected. Finally, we may collect your personal information from third parties that work

with us in connection with the Service or with the functioning of this Website and features thereof.

How we use the information we collect: sharing and disclosing of your personal information with third parties for a business purpose

We may disclose the personal information we collect about you to a third party for business purposes. In this case, we enter a written agreement with such third party that requires the recipient to both keep the personal information confidential and not use it for any purpose(s) other than those necessary for the performance of the agreement.

We may also disclose your personal information to third parties when you explicitly ask or authorize us to do so, in order to provide you with our Service.

To find out more about the purposes of processing, please refer to the relevant section of this document.

Sale of your personal information

For our purposes, the word “sale” means any “selling, renting, releasing, disclosing, disseminating, making available, transferring or otherwise communicating orally, in writing, or by electronic means, a consumer’s personal information by the business to **another business or a third party, for monetary or other valuable consideration**”.

This means that, for example, a sale can happen whenever an application runs ads, or makes statistical analyses on the traffic or views, or simply because it uses tools such as social network plugins and the like.

Your right to opt out of the sale of personal information

You have the right to opt out of the sale of your personal information. This means that whenever you request us to stop selling your data, we will abide by your request. Such requests can be made freely, at any time, without submitting any verifiable request, simply by following the instructions below.

Instructions to opt out of the sale of personal information

If you’d like to know more, or exercise your right to opt out in regard to all the sales carried out by this Website, both online and offline, you can contact us for further information using the contact details provided in this document.

What are the purposes for which we use your personal information?

We may use your personal information to allow the operational functioning of this Website and features thereof (“business purposes”). In such cases, your personal information will be processed in a fashion necessary and proportionate to the business purpose for which it was collected, and strictly within the limits of compatible operational purposes.

We may also use your personal information for other reasons such as for commercial purposes (as indicated within the section “Detailed information on the processing of Personal Data” within this document), as well as for complying with the law and defending our rights before the competent authorities where our rights and interests are threatened or we suffer an actual damage.

We will not use your personal information for different, unrelated, or incompatible purposes without notifying you.

Your California privacy rights and how to exercise them

The right to know and to portability

You have the right to request that we disclose to you:

- the categories and sources of the personal information that we collect about you, the purposes for which we use your information and with whom such information is shared;
- in case of sale of personal information or disclosure for a business purpose, two separate lists where we disclose:
 - for sales, the personal information categories purchased by each category of recipient; and
 - for disclosures for a business purpose, the personal information categories obtained by each category of recipient.

The disclosure described above will be limited to the personal information collected or used over the past 12 months.

If we deliver our response electronically, the information enclosed will be “portable”, i.e. delivered in an easily usable format to enable you to transmit the information to another entity without hindrance – provided that this is technically feasible.

The right to request the deletion of your personal information

You have the right to request that we delete any of your personal information, subject to exceptions set forth by the law (such as, including but not limited to, where the information is used to identify and repair errors on this Website, to detect security incidents and protect against fraudulent or illegal activities, to exercise certain rights etc.).

If no legal exception applies, as a result of exercising your right, we will delete your personal information and direct any of our service providers to do so.

How to exercise your rights

To exercise the rights described above, you need to submit your verifiable request to us by contacting us via the details provided in this document.

For us to respond to your request, it's necessary that we know who you are. Therefore, you can only exercise the above rights by making a verifiable request which must:

- provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative;
- describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We will not respond to any request if we are unable to verify your identity and therefore confirm the personal information in our possession actually relates to you.

If you cannot personally submit a verifiable request, you can authorize a person registered with the California Secretary of State to act on your behalf.

If you are an adult, you can make a verifiable request on behalf of a minor under your parental authority.

You can submit a maximum number of 2 requests over a period of 12 months.

How and when we are expected to handle your request

We will confirm receipt of your verifiable request within 10 days and provide information about how we will process your request.

We will respond to your request within 45 days of its receipt. Should we need more time, we will explain to you the reasons why, and how much more time we need. In this regard, please note that we may take up to 90 days to fulfill your request.

Our disclosure(s) will cover the preceding 12 month period.

Should we deny your request, we will explain you the reasons behind our denial.

We do not charge a fee to process or respond to your verifiable request unless such request is manifestly unfounded or excessive. In such cases, we may charge a reasonable fee, or refuse to act on the request. In either case, we will communicate our choices and explain the reasons behind it.

Definitions and legal references

Personal Data (or Data)

Any information that directly, indirectly, or in connection with other information — including a personal identification number — allows for the identification or identifiability of a natural person.

Usage Data

Information collected automatically through this Website (or third-party services employed in this Website), which can include: the IP addresses or domain names of the computers utilized by the Users who use this Website, the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server's answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by the User, the various time details per visit (e.g., the time spent on each page within the Application) and the details about the path followed within the Application with special reference to the sequence of pages visited, and other parameters about the device operating system and/or the User's IT environment.

User

The individual using this Website who, unless otherwise specified, coincides with the Data Subject.

Data Subject

The natural person to whom the Personal Data refers.

Data Processor (or Data Supervisor)

The natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, as described in this privacy policy.

Data Controller (or Owner)

The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data, including the security measures concerning the operation and use of this Website. The Data Controller, unless otherwise specified, is the Owner of this Website.

This Website (or this Application)

The means by which the Personal Data of the User is collected and processed.

Service

The service provided by this Website as described in the relative terms (if available) and on this site/application.

European Union (or EU)

Unless otherwise specified, all references made within this document to the European Union include all current member states to the European Union and the European Economic Area.

Cookie

Cookies are Trackers consisting of small sets of data stored in the User's browser.

Tracker

Tracker indicates any technology – e.g Cookies, unique identifiers, web beacons, embedded scripts, e-tags and fingerprinting – that enables the tracking of Users, for example by accessing or storing information on the User's device.

Legal information

This privacy statement has been prepared based on provisions of multiple legislations, including Art. 13/14 of Regulation (EU) 2016/679 (General Data Protection Regulation).

This privacy policy relates solely to this Website, if not stated otherwise within this document.

Latest update: August 30, 2021

P.O. Box 513018, Los Angeles, CA 90051



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Exhibit "H"

Litigation Practice Group Script

Hello [CLIENT NAME], This is [YOUR FIRST NAME] at [Affiliate Name]. You were chatting with [Rep Name] and I'm calling for your appointment. The notes here say you owe about BLANK. Is that about, right? Great so I'm going to ask you a few questions and we'll go over some options to see what we can do to help. So...

- What type of debt are you dealing with? We can include credit cards, store cards, personal loans, medical bills, collection accounts, repossession.
- And what state are you in?
- Alright and tell me a bit about what happened to create this situation?
- Do you have a co-signer on any of this?
- Are you married? (If yes try to get husband/wife on phone) And this (\$\$ DEBT AMOUNT) that you have – about how much are you paying per month on that? Is that affordable to you?
- How long have you had this debt? How long have you been paying \$\$\$ for?
- Have you missed any payments? IF YES – Has anybody shown up at your door to serve you a summons or try to take you to court?
- Any idea what your interest rates are - approximately?
- How's your credit? When are your next payments due? CALCULATE HOW MUCH CLIENT PAID ON THIS DEBT OVER TIME: # Months Paid x Avg Payment = \$\$
- So, you have paid \$\$ so far on this debt – have you seen the balances go down much - Have you made any progress?!
- So, after you pay your bills, every month are you putting any money in the bank? Wow, so is all your disposable income going towards keeping up on this interest? Do you have savings?
- Are you living paycheck to paycheck because that's what we need to know to help you?
- When are you hoping to retire/how old are you? Are you still using these cards?

When you can't pay off your balances you spend 25-30% extra on everything. Now when you buy \$100 worth of groceries, you're paying \$300 over 5 years. In the pay forever plan you pay endless interest to maintain and protect your credit to try to avoid collections. It's throwing money into thin air. It sounds like you could really use a lower payment. It would be great for you to pay cash for everything - maybe start an emergency fund.

Americans have been brainwashed to believe that being able to borrow money is important but somehow everybody forgot the lesson about making smart financial decisions and building savings and wealth. Most people have almost no savings but tons of debt. It's a broken system and the problem is miseducation. We were told that building good credit was important but that's how everybody gets into this debt cycle. Nobody learned that what's more important is saving money and building wealth. Most people I talk to make good money but are drowning in debt. Sadly, the credit card companies love you. You're their best type of customer who is sacrificing financial security just to keep up on interest payments and protect your credit score. Credit scores can always be repaired, but you never get back the interest you have paid just by trying to manage and stay afloat.

The lack of an emergency fund is the number one reason people struggle to get out of debt. Without having savings to address the other unexpected expenses that always come up, your only option is to use credit cards to weather these storms, which ruins any progress you've made. These interest rates are criminal. Many of these card companies – big names like bank of America and Citi – they've been sued for millions about their lending practices.

**RECAP* Time to go over what they have told you - Recap how they got here and what the future looks like if they go down this road - how much longer they will likely pay this on this path – and just where they stand.*

RECAP: How much they currently ****OWE****

RECAP: How much monthly:

RECAP: How much Yearly:

RECAP: Total Paid so far:

RECAP: If they have made any progress:

RECAP: How much longer they will pay and how much **END WITH:** “It sounds like you are in a debt cycle.”

Last Question: So, what made you want to take care of this now?

PROGRAM SECTION:

It sounds like that plan isn't working so let's see if we can get you some help. About 90% of people with debt make minimum payments so you're not alone. It's a **pay forever plan** where all you do is pay interest and penalties, and it can take 17-20 years of making minimum payments to get out of this situation. Have you looked at the payoff dates on your statements? **Refer to Hooked on Interest Chart**

Everybody at some point runs into financial difficulty but if you're hoping for a fresh start we can help. I'll go over all your options for dealing with debt, but from what you've told me I already know what you should qualify for. Have you talked to anybody about different programs, or should I go over everything? So, some people do Credit Counseling, or Debt Management. With Credit Counseling you make one payment to all your creditors and pay back 100% of the debt plus interest. You pay back your debt in full plus several years of interest so realistically unless your credit is perfect like 740, a debt management program is still 6-10 years to get out of debt.

Do you own your home?

IF YES: A lot of our clients first consider Home Equity Loans or Refinancing their houses, draining their 401k's. It's just not a smart financial decision. Any financial advisor will tell you should NEVER secure unsecured debt. If you own your home, you should never consider putting your best asset at risk - And using your tax deferred retirement savings in your 401k to pay unsecured debt puts your future financial security at risk. I want to help you move forward financially not backwards.

- **Consolidation Loans:** They're simply dangerous – everybody thinks “I'm just going to get a loan to pay off my debt and get one payment,” but these loans are worse than having multiple payments. They have double digit interest rates often higher than your cards. The idea of having one payment sounds great to everyone, but the reality is you can pay far more in interest with the way they calculate the APR, and once you can't keep up with that giant payment once a month it can be devastating. Unless you can afford a much higher payment than what you pay now monthly you should avoid them at all costs. They can be scary. Plus you're just taking debt from your left hand and putting it in your right. You're not really resolving the debt.
- **Debt Settlement:** You pay about 80% of what you owe. **Have you talked to any debt settlement companies?** Thankfully, you shouldn't need to do debt settlement. It can get ugly because despite what debt settlement companies tell you- all of your accounts go to collections and sit there for years destroying your credit until you've saved up the money to settle. When you finally get a settlement with the collection agency you save a bit of money, but you are not paying off your debt for less, like they want you to believe. Instead, they're settling with a 3rd party collection agency, so it destroys your credit for 4-6 years and leads to owing the IRS and having a giant tax bill. I wouldn't recommend it. Some people do debt settlement thinking that they're paying their bills but just for less money but that's not the case – that's what debt settlement companies want you to believe to make the program sound better, but we enroll for all programs including debt settlement, so we have to tell you how it really works.
- **Bankruptcy:** I don't even want to go there with you or to that extreme. Bankruptcy is expensive. and stays on your Public Record forever. In addition, the time to rehabilitating your credit can be twice to three times as long with bankruptcy as compared to other solutions. But from what you've told me you should qualify for a debt resolution program.

Are you familiar with debt resolution? In a Debt Resolution program, you pay less than half of what you owe, with **ZERO** interest, and won't end up owing the IRS. It's the most affordable way to fix this debt problem and the quickest way to get you a fresh start if you qualify. But what I'll do is pull up your information, figure out which of your accounts are eligible, and see if we can get you an approval – sound good?

*****PULL CREDIT*****

Okay [Client Name], what's your address, your date of birth, and your social. Alright give me a moment and I'm going to pull up your credit report so we can go through each line item...

1. GET CREDIT REPORT - Okay [Client Name], your report just popped up. Let's go through this line by line and then we'll put in for approval.

2. PAYMENTS – Ask them when their payments are due – “Let’s get you started before you waste anymore payments towards interest. Find out how much they paid on each debt -when they last paid – and WRITE INFORMATION IN VANILLASOFT.

3. Tell them you’re putting everything in for approval: Alright so I'm able to include a total of [REFRESH CALCULATOR ON RIGHT] in debt and a total of [Number of Accounts] accounts and I'm putting this in for an approval now. Bear with me...

REITERATE THEIR SITUATION AND WHY THIS WILL HELP

After going over your credit report it’s clear to me why this debt is preventing you from getting ahead. Like so many people who call us you’re using high interest credit cards as part of your budget which prevents you from having money in the bank. Unfortunately, you got used to being in debt, where every \$30-dollar purchase costs you \$100 over 3 years because you pay interest on it. When is your next payment due again? (Wait for answer)

Credit scores can always be repaired, but you will never get back the money spent on interest just trying to stay afloat. You've paid over (INSERT AMOUNT) over last (# of YEARS) mostly towards interest and you’ve made no progress. If you continue this plan what’s going to change? You're looking at 15 plus years until you pay off this debt. We can get you some help and a fresh start. I want to help you have money again and use a debit card instead of high interest credit cards that put you in this situation. Right now, the payments you’re making to maintain this debt are directly preventing you from being able to put money in the bank and save for the future. When something does come up that you’re not expecting, you get behind again because you’re paying interest instead of building an emergency fund. Do you see how you are in a debt cycle? When was the last time you had money in your bank that wasn't going towards upcoming bills?

4. QUOTE THE CLIENT: Determine payment that works. Aim for the highest payment you believe they can afford - If the client cannot do it extend and extend again. (If they ask for something lower than the 3rd payment, quote them out at 36 months).

Alright, so just bear with me a moment, I’m trying to move some numbers around to see the best possible deal I can get you but most importantly make it, so you succeed in this program.

CLOSE 1: Good News, I can get you on an “#” month program with a first payment of “\$\$\$” and then “\$\$\$” per month for “#” months. You’re going to save “x” every month and “x” in principal right off the bat, plus you pay zero interest instead of all that interest you’re paying every year that has kept you in the debt cycle.

CAN YOU AFFORD “\$\$\$\$” PER MONTH TO FIX YOUR DEBT PROBLEM??

If YES – Continue & Run! Alright, let me walk you through the process so you understand how this works. We are enrolling you with Litigation Practice Group, who are experienced debt resolution

attorneys. They will resolve your debt problem. **For our clients, they have chosen to stop making their payments to their current creditors.** Although it will affect your credit while you are in the program, many of our clients that graduate the program and are back to good credit standing. Most clients are not too concerned about the short-term effect on credit if they know they can be out of debt and back to normal credit standing on average within 3 years.

Once you are enrolled in LPG's resolution program, the attorneys send out a dispute package to each creditor and/or collection agency demanding that they provide the correct documentation and proof of their right to collect from you pursuant to state and federal law. If the creditors and collection agencies are unable to provide accurate documentation, which we find is often the case, the debt is classified as invalid and unable to be collected upon. Typically, if you don't pay a creditor for about 3-5 months, they sell your debt to a collection agency for pennies. In addition to that, they've already made their money back on the interest you've been paying AND they get a tax write-off. Now when those original creditors sell your debt to a collection agency, again they sell it for pennies on the dollar without the legal right to collect which is the paperwork you signed with your ORIGINAL creditor. **But, if you remember, you most likely applied online with no real signature or application or paperwork. That's where the issues start. You were never properly qualified for these accounts and in direct conflict with all the lending laws put into place to protect you.**

These creditors have your private information on them and are legally protected by the consumer protection laws and privacy rights put in place by congress. Under the "Fair Debt Collections Practices Act" any debt collector has to prove their legal right to collect money from you, but it's only when you make them prove it, that is where the attorneys at LPG come in to help you. A lot of people don't understand the way the laws and legal process so, let's put it in English for you, we're going to use your (highest debt on credit report) for example. If you stop paying on your (debt) for 3-5 months while LPG demands they validate the account, they are going to sell your debt to a collection agency, everybody knows that part.

Now here is what 99% of people don't know, when (debt) sells your debt to, let's say ABC collection agency, they are going to sell it for pennies on the dollar. When (debt) sells your debt to Bob, you no longer owe (debt) ANYTHING, you owe ABC collection agency. (debt) has made their money back in interest alone that covers them for the debt, they are also going to get a tax write off. These credit card companies never lose a penny on anyone, they always get their money back. When (debt) sells your debt it is illegal for (debt) to give ABC collection agency the original paperwork you signed with (debt) because it has your private information on it, like your social, date of birth, and your street address. Once that debt is sold to ABC collection agency, these Attorneys with LPG are ALL over ABC, demanding to see that paperwork. When ABC cannot produce that paperwork, that debt becomes invalid. What that means to you is, you no longer owe ABC collection agency anything and remember (debt) they have already sold off your debt and been paid so you're not obligated to pay either of them anything. The attorneys will send you a letter in the mail as proof that you no longer owe this debt to anyone. **This process continues for all your accounts until they are all resolved. You are also represented through the statute of limitations, meaning if the debt comes back, LPG resolves it again and again until it's completely gone.**

Refer to FDCPA doc for explanation.

Does that make MORE sense?

“Address any doubt that comes.”

Did you understand my explanation better?

LPG’s team has worked in business law since 1982 in both state and federal courts. That’s a huge advantage for our clients when it comes to invalidating debt as they know how the big creditors work. **They utilize all the consumer protection and lending laws such as the FDCPA, FCRA, FCBA, the credit card act of 2009, the Truth in Lending Act and predatory lending laws.** Many people ask what happens if the debt is not invalidated. Although rare, it does happen. LPG guarantees its services so if the debt is not invalidated, then your worst-case scenario is that they swap to debt settlement. If for some reason a debt came back valid then any money that was spent towards the validation process on that debt would be refunded back and reallocated towards settlement fees. In that case the LPG attorneys would help settle the debt for you with that creditor. Even if an account gets a summons, you will have an attorney representing you with no additional fees, giving you the ability to break your debt cycle with confidence because you have an attorney by your side seeing the process through to completion. But most importantly with LPG, paying back your debt doesn’t become a life sentence. Do you see how that will help you finally break this debt cycle? I know it was a long explanation – do you have any questions for me?

Alright so again I want to make it clear that the payments you're making are not going towards your debt - because that would be debt settlement- but instead they're going to pay LPG - those are their **retainer** - to resolve these accounts and help your credit worthiness which is why this program is half the cost of a straight debt settlement program. So, in order to help you solve this debt problem in under two years I broke the **retainer** into manageable payments so you can affordably get through this program, hopefully get some payment relief, and maybe even start an emergency fund. And of course, the most important goal I had is to help you finally get your financial life back in order by eliminating this debt and all the interest so you can start saving money again.

Close 2: Okay, so (\$\$\$) per month for (# of months) and you’re out from under it. Our job is to make sure you succeed in this program. Is \$\$\$ per month going to be manageable for you to get by without having to put money back on your credit cards each month so we can fix this debt problem for good, get you back to a good credit standing, and get you a fresh start?

PRE-Docs Showing Future: **Okay, you and I need to do some paperwork and then I’ll send everything for e-sign, and I'm going to schedule you for a Welcome Call. Litigation Practice Group customer service will reach out to you a bunch in the first few months of the program for updates and progress reports so what’s the best time of day to reach you? And the best number?**

SET PAYMENT: **Can we process your first payment BLANK (think about when they said their payments are due – maybe go 7 days out?) so we can get started? (If nothing else ask when next pay day is). And is the BLANK (keep same day if possible) of the month good for you. So, you’ll have your first payment on (DATE) and then monthly on every (DAY) of the month.**

[BANKING:](#) Alright and do you want to use a checking or savings account for the payments? Is that in your name? Let's start with the routing number first please – and the account?

Docs. This is simply getting the client's info necessary to generate docs.

Ok. Now I'm going to send you everything for Clixsign – have you done an Clixsign before? Okay, I'll walk you through each page and make sure you understand everything and that all your information is correct.

*****SEND ESIGN – GO OVER IT*****

You are looking for an email from Debt Pay Pro. Once you click on it you will see a link that will take you to the document. When the window opens the first thing you will see is a box asking you to create a signature and an initial that will be displayed where it's required. Now you should see the agreement with the Litigation Practice Group at the top of the page. We are going to go through the documents together, it's very simple, but at any time if you have any questions, please stop me so we can address them as they come.

Legal Services: The first section describes the legal debt services program you are enrolling in. You are hiring attorneys to assist you with invalidating your debt.

Client Authorization: This allows LPG to speak on your behalf to the different entities that are required to perform these services. That would include: Your creditors, collection agencies, and the 3 credit reporting agencies.

Description of services to be performed: This is the program services provided by LPG. LPG will review and analyze your credit report to develop a strategy to invalidate your debts. LPG will utilize all consumer protection laws to achieve your goal of resolving these debts. Once LPG has proven that the 3rd party entities do not have the legal right to collect, the debt has been invalidated and no further attempts to collect can be made by anyone. The second paragraph covers any action taken should you receive a summons on any of your accounts. At no additional fee, LPG will represent you in negotiating a settlement for this account. If any of your accounts have already issued you a summons prior to signing this agreement, a fee of \$500.00 will be charged to represent you. You are not currently being sued on any of these accounts, right? (NO) good, so that fee does not apply to you.

Fees: This section is to confirm there are no additional, or hidden fees. The monthly payment and term show further down on this agreement is the amount you pay for these services.

Refund Policy: If any of your enrolled accounts are fully validated by the creditor during the process, you are entitled to a refund of the fees paid towards that account. You have the option to transition that account towards a settlement and any refund owed can be put towards that process.

Debt Settlement: Any validated account that you choose to transition to settlement is removed from your program cost and your payments are adjusted to reflect a lower total debt amount. There are no additional fees for settling the account however you would be responsible for paying the settlement to the creditor.

Actions Required of you: You only have one role in this entire process. Send in any and all correspondence from the creditors or collection agencies. That includes emails and phone calls as well.

Right to Conduct Business and to contact you: This allows LPG to contact you via, Phone, Email, and Text while you are in the program as well as send all documentation electronically on your behalf.

Client Acknowledgment: This is your acknowledgement that you are making the decision to stop payments to the creditors voluntarily, that if you are unable to maintain your monthly payments your program may be terminated, there is no guarantee that the accounts will be invalidated and that you are responsible for sending LPG all creditor communication.

**** CLIENT SIGNATURE: CLICK/TAP TO PLACE SIGNATURE****

Creditor Information: This is the list of accounts LPG will be assisting you with.

Client Information: This is your personal information. Please review this and make sure all information is correct.

Schedule of Payments: This is a schedule of your monthly payments and the dates they will be drafted. If any payment falls on a weekend or holiday, it will never come out early, it will always be the next business day. There is a place to initial at the top, this initial is stating you agree to **these payments only**.

**** CLIENT INITIAL: CLICK/TAP TO PLACE SIGNATURE****

Electronic Payment Authorization: This is your banking information you provided to me. There is a place to Initial and sign to authorize them to debit your account for services rendered. That is the agreement, any questions? (no) Okay let's go back and sign it. If you go back up to client acknowledgments near the top, you will see your first signature. Should be a red tab you can click on. Click that, and it should take you to the next one. There are 4 total. Once you have hit them all a box will appear allowing you to complete the signing. You will click Complete signing and we are done.

**** CLIENT SIGNATURE: CLICK/TAP TO PLACE SIGNATURE****

Okay so I want to go over the process: So, I'm going to make sure you get a Welcome Call from LPG within the next two days or so. You'll receive the Welcome Email, and they'll do a short education and introduction as well to make sure I have covered everything and explained the process correctly. Before I let you go, please remember, **the first 12-24 months** of the program are the most difficult. Also, because you have looked into debt relief, you will probably be getting calls from other companies offering you, their services. Remember, we are an enrollment agency, we offer every debt program there is. Based on your goals we went this route as it provides the most savings with the fastest results to reach them. Please save my number, if you have any questions or concerns along the way, I am still here for you. Last thing, **[account manager]** our accounts manager will be reaching out to you. Their job is to check in on you, and help you navigate through the next steps of the process.

She/He is a great asset for you to make sure your file is always moving forward. She/He will call from a **949** number. Sounds good?

Exhibit "I"

Litigation Practice Group

Case #: [REDACTED] 2777

Consumer
Info:



Business
Info:

Litigation Practice Group
17542 17th St Ste 100
Tustin, CA 92780
9497150648

Date Filed: 8/18/2022 2:15:59 AM

Nature of the Complaint: Repair Issues

Consumer's Original Complaint:

I signed up for the debt resolution program with the Litigation Practice group in 2020. I was given a total amount need to resolve my agreed debts which I paid in full over the agreed 15 month period. When I received a summons for a judgement being Dwight against me by one of my creditors I sent this information to the group who assigned Legal council. I sent the asked information to this council but they never filled a response or any action on my behalf as was in the agreement terms of my program. Now there is a default judgment against me with a greater debt then I started with. I am infuriated that despite numerous calls I still have not be given the support I was told I would have and am now facing consequences that could have been avoided had I been informed no action would be taken. Seeking help to have either my money returned to me or my agreed upon contact full filled .

Consumer's Desired Resolution:

Refund or compliance to agreed services

Complaint Messages

08/24/2022 - Madlin Batoon

Respond to Complaint

We have been in contact with the client's assigned legal counsel and we are working diligently to resolve all her concerns. Our VP of legal compliance will also reached out to client this week to provide further resolution.

Litigation Practice Group

Case #: [REDACTED] 5323

Consumer
Info:



Business
Info:

Litigation Practice Group
PO Box 513018
Los Angeles, CA 90051
9497150648

Date Filed: 11/10/2022 11:59:31 AM

Nature of the Complaint: Repair Issues

Consumer's Original Complaint:

Litigation Practice Group originally represented to me that they would "invalidate my debts" and if I paid them instead of my creditors, my debts would be resolved through their process. Only later did I realize all they really did was dispute the debt through the credit bureaus. They didn't actually pay any of my creditors although I did pay LPG every month. All my debts still remain. They collected almost \$4,000 from me and didn't resolve any of my debts. Further they were supposedly representing me legally for these debts. A creditor sued me and LPG said they would be hiring local counsel to represent me at the hearing and I didn't need to appear. As the court date got closer, LPG stopped returning my calls. A receptionist would answer the phone and always say no one was available and they would call me back but never did. The court date came and luckily I appeared. The judge said if I had not appeared a judgment would be taken against me and LPG was essentially a scam. I am now working with this creditor directly myself to resolve the pending lawsuit.

Consumer's Desired Resolution:

Refund

Complaint Messages

11/15/2022 - Madlin Batoon

Respond to Complaint

It is unfortunate that the customer is dissatisfied with our services, because we performed as contracted

A personalized program was developed and agreed upon with the customer, based on the customers debt load and her ability to save. That program was to last an estimated twenty four months. She has completed fifteen. The customers settlement aggregate surpasses our target. The customer was fully educated about our the length of the program during the enrollment process and her signed enrollment documents signify that she both understood and agreed to that. The customer was also educated about the effects of participation in our program.

Litigation Practice Group

Case #: [REDACTED] 0542

Consumer
Info:



Business
Info:

Litigation Practice Group
17542 17th St Ste 100
Tustin, CA 92780
9497150648

Date Filed: 2/24/2023 9:11:08 AM

Nature of the Complaint: Refund / Exchange Issues

Consumer's Original Complaint:

LPG has destroyed me financially. I enrolled in this program with Litigation Practice Group in September 2020. I paid them \$6925, but nothing has been resolved. On June 2022 I found that my bank account gets garnished by one of the creditors who took the whole money that I received from my tax return (\$5600) and I have another judgment against me because The attorney did not attend the court for both creditors. I called LPG and told me to contact the attorney*****. When I called him several times. The only answer that I got from him was, let me see what I could do for you. I did not hear from him or the program for 3 months. I tried to call the lawyer, but his phone disconnected and was no longer working. After several attempts, I managed to speak with an employee MS B*****from the Legal department. She doesn't even know what's going on with my case and I must explain to her that my bank account gets garnished two times from Banc of America and Citibank and sent her all the documents showing the Lawyer did not attend any court day. She apologized to me, and I asked her for my full refund. She did agree to give me my refund and told me that she has to send the refund request to the up manager V*****. I was waiting for my refund until V**** called me and told me I am eligible only for a half refund because they have to pay the lawyer who didn't do anything for me and missed the court day 2 times. I declined the offer then she approved me for \$4516 and sent me an e-mail with that on Jan 10, 2023 (thank you for speaking with me yesterday. I am contacting you to confirm that your refund of \$4,516.45 has been approved and will be issued to you as a check within 10 business days. If you have any questions and/or concerns, please feel free to contact me). Of course, I did not get any refund until now. I call and Email Every week MS V**** But no response because the line is always busy if I reach her the only, I got from her is a promise that I will receive my refund by next week. This company ruined my credit which was excellent before I hired them. They destroyed my life. I lost my job, I have a family to take care of. From January 10 2023 waiting for my refund, spend hours on the phone trying to get someone to speak with. I am so stuck and really don't know what to do anymore. Any advice on where to go from here...PLEASE HELP!

Consumer's Desired Resolution:

Refund

Complaint Messages

03/03/2023 - Madlin Batoon

Respond to Complaint

Litigation Practice Group

Case #: [REDACTED] 8742

Consumer
Info:



Business
Info:

Litigation Practice Group
PO Box 513018
Los Angeles, CA 90051
9497150648

Date Filed: 3/23/2023 12:00:06 AM

Nature of the Complaint: Contract Issues

Consumer's Original Complaint:

Approximately three years ago, in 2020. I was attempting to payoff my debt. I received a mailer from the Litigation Practice Law Group which included four of the highest balances of my debtors. The total balance of all of my combined debts was approximately \$17,000. I placed a phone call to the Litigation Practice Law Group attorney. I expressed exactly what my desires were regarding payoff of all of my debts. The attorney explained that four of my debt would be consolidated. In order to settle the debts via payment plan, would be \$296.00 per month for three years. I commenced to making monthly payments from that point on for a total of two and a half years. Monthly payments were withdrawn from my Checking account in the amount of \$296.00 directly paid to the Litigation Practice Law Group. Payments were made faithfully, no payments were ever missed. Periodically I received phone calls from the Litigation Practice Law Group trying to ascertain whether I had been receiving correspondence from any of my debtors. I assured them that I had not been receiving any calls or correspondence at that time. I would inquire as to whether or not my debts had been paid or not, to which the attorney that I spoke with assured me that they were being time. All phone calls to this office had been recorded. One day out of the blue, two deputy Sheriff's appeared at my residence to serve me a summons to appear in court. A civil lawsuit was filed against me on 10 January 2022, I was totally appalled, shocked, and humiliated by the Sheriffs' presence. Immediately after I was served the subpoena, I contacted the Litigation Practice Law Group and spoke with an attorney advising her of the summons for me to appear in court. I was extremely upset with the fact that Sheriff's were serving me with a subpoena to appear in court on a matter that I had been assured that the Litigation Practice Law Group had been paying my debtors, as agreed. The attorney assured me that there was no cause for alarm because the debtors were in fact being paid as agreed. She further explained that when you appear in court, they will have an attorney there to represent you. Prior to my court date, I contacted the attorney that was supposed to be representing me in court. When I appeared in court, the judge informed me that the case had been removed from the docket by the attorney(s) representing Synchrony Bank and Litigation Practice Group. At that point I was under the impression that the case had been settled between both parties. After I left court, I contacted the Litigation Practice Law Group and inquired as to why was I not informed that the court date had been cancelled. Afterwards, I had received several calls from the Litigation Practice Law Group inquiring as to whether or not I had been receiving any calls from any of my creditors, to which I would reply that I had not received any calls or correspondence from any creditors. I would always ask if my bills were being paid, to which the attorney would always reply, yes, they are all being

paid. In November 2022, I received a phone call from an attorney from the Litigation Practice Law Group, informing me that it is urgent that I go online to receive and sign the Consent Judgment. At that time, I expressed to the attorney my disbelief that I would be required to pay anything since I had already paid the Litigation Practice Law Group almost \$8,000.00, to which he explained that he agreed with me and that they would waive the last six payments. I then asked the attorney whether I would receive any of my money back to which he referred me to the finance department. They agreed to pay me \$5,500.00 and that they would keep \$2,400 for attorney's fees and that I would receive a check within fourteen days. After ten days, I contacted the law group, and they explained that they had four more days in which to send the check. After fourteen days, they advised that they would not be refunding any money because I had not given them a chance to represent me fully. The second reason was they are not a debt consolidation company. I received a Consent Judgment for my signature, via e-mail. The purpose was for me to resume paying Synchrony Bank the total amount due which they agreed to settle for \$10,776.00 for 24 months, at an amount of \$449.00 monthly, which I again was totally shocked by. I felt that this was totally unprofessional and that the tactics were not right and fraudulent. This company should not be allowed to operate in this capacity. They knew that they had settled for over a year and had not contacted me,, but continued to take my money.

Consumer's Desired Resolution:

Refund

Litigation Practice Group

Case #: [REDACTED] 6595

Consumer
Info:



Business
Info:

Litigation Practice Group
PO Box 513018
Los Angeles, CA 90051
9497150648

Date Filed: 3/27/2023 10:00:55 AM

Nature of the Complaint: Service Issues

Consumer's Original Complaint:

I am another one who fell victim to this company's lies. I was lead to believe my debt invalidation would take 30 months of me making monthly payments of \$258.72 for a total of \$7620.44 to invalidate \$12,908 worth of debt. At the time, my credit was impeccable as I was current with all my creditors. Yet I was up to my eyeballs in debt that would take me 30 years to pay off and I was struggling to pay minimum payments. They led me to believe I needed to stop making payments to my creditors so that my creditors would sell my debt and this would make it easier to invalidate the debt. They told me that my credit would take a hit but they assured me that my credit would be all cleaned up by the 24 month and I would be totally debt free by the 30th months. I was told this every three months since December 2020 when I opened up my case with them. When I had finally had a bad gut feeling that these people were shady we were at the end of my 2nd year and they stopped answering my calls, emails and just began ignoring me. After my 25th payment, which was January 2023 and paying them \$6585.56 they transitioned me to another law firm, Oakstone Law firm so they don't have to deal with me. They still took out \$258.72 in February 2023 which they weren't supposed to take. After that payment, it made it a grand total of \$6844.28 how much I had paid them at the beginning of my 3rd year and I have nothing to show for my money. I tried to call them, and email them to ask for a refund but couldn't get a hold of them no how. Not only am I out \$6844.28, the debt is still in my record, my credit is nowhere near the impeccable credit that I once had. Not to mention the total debt increased to \$15, 267.00 whereas I was led me to believe my debt would decrease. Now, I am being sued by one of my creditors and I have very little left to address this lawsuit and to fix my credit. I demand a refund from this company. I feel deceived, violated and cheated out of my hard earned money.

Consumer's Desired Resolution:

Refund

Litigation Practice Group

Case #: [REDACTED] 1242

Consumer
Info:



Business
Info:

Litigation Practice Group
PO Box 513018
Los Angeles, CA 90051
9497150648

Date Filed: 3/29/2023 9:00:12 PM

Nature of the Complaint: Refund / Exchange Issues

Consumer's Original Complaint:

On 01/05/22- I received an email from LPG law (email attached) that they would be servicing my debt resolution account that was formerly services by Citadel. In the email it specifically says, "Your file is now being serviced by a law firm, LPG, with licensed counsel in every state. As a result, if you are sued by a creditor, or are being harassed by a creditor and need to sue them, LPG will handle your representation for no additional fee - such service is already included the fees you have paid." Over the next few months, I received tons of email communication and phone calls from LPG with updates to my account. In Sept 2022, I received a summons for one of my accounts which I quickly uploaded to the LPG portal on 09/03/22. I received acknowledge that LPG received the summons and someone even called my to go over my income and monthly expenses. In December 2022, I received an email from someone in the HR Dept where I work that my wages were being garnished. I uploaded the garnishment letter (attached) to LPG law client portal and sent a message but no one responded. So, I scheduled a phone conference and on December 30th, I had a phone conference with Juliette at Litigation Practice Group who said that their office was going to take care of the wage garnishments. My wages continued to get garnished at \$1400 per month! So, I scheduled another phone conference and received a google calendar invite for Jan 27th at 11:40 PM with Monica Bahena...she never called me! I scheduled another phone conference and received a google calendar invite for Feb 1st at 1:40 PM with Selena Garcia...she never called me. Now there are no open appointments available on their calendar. It is now almost April and my wages are still getting garnished at \$1400/month. I am more in debt and than before paying for this debt consolidation assistance. My family is living off credit cards and the stress is unimaginable.

Consumer's Desired Resolution:

Wage garnishments to end. Refund the amount of the wages garnishments. Assistance with my debt resolution.

Litigation Practice Group

Case #: [REDACTED] 5810

Consumer
Info:



Business
Info:

Litigation Practice Group
PO Box 513018
Los Angeles, CA 90051
9497150648

Date Filed: 3/30/2023 3:01:12 PM

Nature of the Complaint: Refund / Exchange Issues

Consumer's Original Complaint:

Our account with LPG has been doubled billed again for at least the 3rd time for \$792.80. The date of occurrence was 3/8/2023. We've tried to call via phone and have no resolution, nor been able to discuss with LPG. We've faxed twice now, due to receiving a blocked email message using the mylpglaw.com. We have finally made it thru this nightmare to the last month and they double bill us again. They hide behind the Coast Processing team and just moved us to Consumer Legal Group PC on 3/1/2023 and now we've received notice that we are moving to Phoenix Law as of 3/30. Consumer Legal Group billed us the second time after LPG billed the first.. LPG has been terrible to deal with and horribly represented us legally. We've paid for 18 months and have nothing to show for it. We would have been better off telling the sales lawyer to go away and let us handle our situation on our own. LPG is a predator and needs to be shut down. Our client id is 445786344 Our advice to others is to run away from LPG and will ensure that we reach out to numerous media outlets as well, in order to protect others.

Consumer's Desired Resolution:

Refund

Complaint Messages

04/13/2023 - Madlin Batoon

Respond to Complaint

We appreciate you bringing this issue to our attention and we are very grateful for the opportunity to respond. This issue is already escalated the the right department and someone will reach out to you so we can help you resolve this.

We apologize for the inconvenience.

Litigation Practice Group

Case #: [REDACTED] 3431

Consumer
Info:



Business
Info:

Litigation Practice Group
PO Box 513018
Los Angeles, CA 90051
9497150648

Date Filed: 4/1/2023 11:00:15 AM

Nature of the Complaint: Contract Issues

Consumer's Original Complaint:

I enrolled with this group over 2 and half years ago. They were to help manage my debt and negotiate on my behalf to stop compounding fines and fees. They starting taking monthly payment from me of \$268. I have lawsuits filed against me from creditors because LPG said to stop paying them. Then the lawyer who LPG assigned to my account did not show up for judgement. I received a default judgment. When I called to ask what my result was they assigned my account to a new lawyer. They worked to negotiate payment. LPG has taken over \$7000 from me in payment for no results. They then filed for Chp 11 and transferred my account to another similar practice. I am now left owing over \$10,000 to creditors, a credit report that is trash and no resolution. I now have to work on my own with creditors, lawyers and possible bank account garnishment. LPG does not return phone calls or emails.

Consumer's Desired Resolution:

Correction to a credit report; Contact by the business

Litigation Practice Group

Case #: [REDACTED] 6330

**Consumer
Info:**

[REDACTED]

**Business
Info:**

Litigation Practice Group
PO Box 513018
Los Angeles, CA 90051
9497150648

Date Filed: 4/2/2023 1:30:29 PM

Nature of the Complaint: Service Issues

Consumer's Original Complaint:

Three years ago my wife and I was looking into consolidating some debt. During our search we came across a company called Coast. They offered the best payments and quickest payoff in their "debt relief program". Sounded like a no brainer so we signed up. We were instructed to not pay anymore bills that it would mess up the payoff amounts and timeline. A few months in we started getting letters and phone calls from the companies we owed. After several phone calls and emails to "coast" we find out that the money we were sending them WAS NOT getting distributed to our debts but instead this is a debt invalidation company, we were missled in the beginning But at this point we were already messed up in the middle and they assured us that we would be taken care of by their "team" of lawyers. Coast ended up changing their name to LPG halfway through this. Two years into it I get a summons delivered that one of my debtors was taking me to court, I contacted LPG who said they assigned a local attorney to my case. This local attorney never showed up for court or would ever return emails. They did this twice. Second attorney would return calls but after judgment was filed against me she then admitted that she couldn't practice law in my state and couldn't do anything. I've been calling and emailing LPG with no response or answer. LPG is a scam. That take your money by misleading you then when your in too deep and credit is ruined your left with nothing but bankruptcy. I'm sure they will reply to this saying it has been sent to the appropriate person but that will be another lie.

Consumer's Desired Resolution:

Refund

Litigation Practice Group

Case #: [REDACTED] 17846

Consumer
Info:



Business
Info:

Litigation Practice Group
PO Box 513018
Los Angeles, CA 90051
9497150648

Date Filed: 4/10/2023 2:30:08 PM

Nature of the Complaint: Billing or Collection Issues

Consumer's Original Complaint:

In February of 2023 I signed up as a client with Litigation Practice Group to do a Debt Resolution on my Credit cards. They sent paperwork telling me how they would proceed and how the program works. Then, after giving them all of my information, they referred me to another Law Practice called Consumer Legal Group. Litigation Practice group was supposed to transfer my file to CLG but CLG keeps saying that LPG hasn't sent them yet. I was supposed to fill out and sign consent forms and return them to CLG , but CLG says they can't send them until LPG sends my file to them. I have tried to contact LPG through many ways, email , Client Portal, and Phone and never get a response. I have already notified my creditors that I am going through a debt resolution through CLG and was originally told by LPG that I was to give them CLG's phone number to contact regarding my accounts. That is the same phone number I tried to contact CLG at and cannot reach anyone(even by being on hold for hours!). CLG is deducting \$251.30 from my checking account monthly (both March 2023 and April 2023 so far). Meanwhile my creditors keep calling saying that they have heard NOTHING from CLG and that they need consent forms signed by me to even speak to them. Forms that I have never been sent by CLG. They have provided ZERO service to me but have taken my money!! LPG, the original group I started with has all my my credit card info: Account numbers, Exp dates, codes on the back of all of the cards, and my checking account info where the money is being removed monthly by CLG. I can reach NEITHER company for anything, information, updates. NO voice to voice contact has been successfully made to either company. Meanwhile my credit card companies are charging me late fees and this is destroying my credit rather than helping to fix it. UPDATE: Successfully Contacted CLG, they are refunding what they removed from my bank account. Still trying to successfully contact LPG.

Consumer's Desired Resolution:

Refund

Litigation Practice Group

Case #: [REDACTED] 4847

Consumer
Info:



Business
Info:

Litigation Practice Group
PO Box 513018
Los Angeles, CA 90051
9497150648

Date Filed: 4/17/2023 12:00:53 PM

Nature of the Complaint: Repair Issues

Consumer's Original Complaint:

I was told that when I signed up with Litigation Practice Group and paid the fee that they would help to repair my credit and that it could take two years to see results. The service would cover if I had to go to court, a lawyer would be in court to represent me, as well as they would work on validating debt and debt settlement. It's been 2 years and 4 months since i signed the contract and NOTHING has been done on my credit. They tell me they are working on it and to watch my mail for responses from creditors, but since I'm not even receiving responses from creditors I have a hard time believing they are doing anything with my credit. Now here's the part that frustrates me most, I was summoned to court on a debt and LPG told me that this debt wasn't covered by my contract. They told me they would be charging me \$500 for the lawyer to respond to the summons, I agreed, but then the lawyer ended up having me call the creditor myself to negotiate a settlement and never did respond to the summons or the court, now I cannot get a hold of anyone for anything and they won't call me when I used the scheduler for a return call. I have been taken for a little over \$5,300 by this company- it's all been a scam! My credit has not seen any changes and they give me a generic explanation every time saying they're "reaching out to creditors" and that it takes two years to see any changes- the two years is up, there have been no changes, they do not communicate with me. I have tried calling them repeatedly and it's always busy, I tried texting them from a number they have texted me from- nothing. I have tried to setup calls on their calendar service and they'll text that someone will call soon and no one calls. I'm frustrated, I've done everything they told me to do and I have seen no evidence to support that they are doing what they claimed to be doing for the fee that I was charged.

Consumer's Desired Resolution:

Billing Adjustment

Litigation Practice Group

Case #: [REDACTED] 5604

Consumer
Info:



Business
Info:

Litigation Practice Group
PO Box 513018
Los Angeles, CA 90051

<http://litigationpracticegroup.com>

Date Filed: 5/2/2023 12:23:38 PM

Nature of the Complaint: Billing or Collection Issues

Consumer's Original Complaint:

I enrolled a contact with LPG to take care of credit cards and other debts that I had. I paid the company \$384 a month for 3 years. My last payment was made on 1/3/23. In June of 2022, I received a summon from Goldman Sachs regarding my debt with them so I forward the paperwork to LPG. They acknowledged that you received the information and that they would be handling it and that I didn't have to do anything else.. Well approximately 8 months later I received a certified letter of garnishment from Goldman Sachs stating that they was garnishing my bank account. When I pulled up my account, that had garnishment everything I had in my checking and saving account with my bank. Totaling over \$3,800. I tried to get in contact with LPG to find that the company was no longer in business .. all email came back. When I called the number it goes to Phoenix Law Service who tell me that they have taken over my account but cannot help me with this garnishment because it was assigned to an attorney with LPG but the attorney can not be reach. With all of that being said, I'm out the \$27, 648.00 that I paid LPG and other 3,800 that was garnished. Plus, I may be garnished again for the remaining balance that is owed to Goldman Sachs. I want this company to refund the amount garnished and to fulfill their obligation of settling my account with my creditor.

Consumer's Desired Resolution:

Refund

Litigation Practice Group

Case #: [REDACTED] 6950

Consumer
Info:



Business
Info:

Litigation Practice Group
PO Box 513018
Los Angeles, CA 90051
9497150648

Date Filed: 5/31/2023 5:00:45 PM

Nature of the Complaint: Service Issues

Consumer's Original Complaint:

I paid \$312.00 for 30 months for this company to pay off my credit card I have not heard anything from them, and my daughter called with me on 3 way calling and was told the company went bankrupt and that Phoenix Law group had taken over and they were "ripping" apart the files to figure out what they needed to do. However, Cole, at Phoenix Law group said they were only on retainer, and that the \$10,000 I had paid LPG was only for Phoenix to be on retainer and not to pay off card. The bank has no information from either company to try and settle the loan payoff. They stated that the amount is now over \$17,000 owed bc no payments have been made in over 3 years. I was told by LPG that they would be paying off this account, which started out at \$10,000. PLG said they would not be helping me to get the \$10,000 back, but they were on retainer, but couldn't tell me how they would be helping. so, my complaint is with both companies. I am 73 years old and only have an income \$600. I need help. I'm sure my credit is also now ruined.

Consumer's Desired Resolution:

Refund

Litigation Practice Group

Case #: [REDACTED] 1007

**Consumer
Info:**

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

**Business
Info:**

Litigation Practice Group
PO Box 513018
Los Angeles, CA 90051
9497150648

Date Filed: 2/24/2023 11:57:32 AM

Nature of the Complaint: Billing or Collection Issues

Consumer's Original Complaint:

In September 2022, I was sold on using the debt dispute services of Litigation Practice Group (LPG) by a 3rd party company called Point Break Financial. In October, 2022, LPG began withdrawing their fee from my bank account in the amount of \$288.60/month for a total 24 payments. At first, LPG seemed to be doing what they said they would but that turned out to be a lie. They said they'd sent dispute and cease collection notices to creditors, but I've since learned they hadn't sent them to all my creditors. In February, 2023, LPG Law attempted to debit a second payment from my bank account. I was forced to put a stop payment on the second charge to prevent my account from being overdrawn. Since then, I have attempted daily to contact LPG Law by telephone, email and text, as well as through their client portal. LPG Law is not answering the phone or responding to any attempts to speak with anyone. Only a few of my creditors have received cease-and-desist letters and NONE have received Powers of Attorney from LPG Law. LPG Law has caused me major damage. While I was in debt before hiring LPG Law, I was making payments on time. Now, my credit is seriously ruined. LPG Law is evidently not a legitimate business and appears to have disappeared. On February 22, 2023, I received an email from a Phoenix Law Co. saying they'd purchased my LPG account and that this new law firm would be handling my case. I've discovered Phoenix is a new company that just opened in January, 2023. Phoenix's principal owner is Ty Carss, who until December, 2022, was doing estate planning and bankruptcy law in Carlsbad, CA. I caught Phoenix reps in several lies. I suspect that Phoenix is a reincarnation of LPG Law. I want to cancel the contract and stop all further payments to Phoenix/LPG Law. Furthermore, I am demanding an immediate full refund of all money paid to LPG Law in the amount of \$1,154.40. I want my money back!

Consumer's Desired Resolution:

Billing Adjustment

Litigation Practice Group

Case #: [REDACTED] 2884

**Consumer
Info:**

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

**Business
Info:**

Litigation Practice Group
PO Box 513018
Los Angeles, CA 90051
9497150648

Date Filed: 3/1/2023 7:02:55 PM

Nature of the Complaint: Billing or Collection Issues

Consumer's Original Complaint:

I had a "contract" with this company and not one cease or desist letter has been sent to the previous firm and now my credit has tanked, I tried to call and it seems like my number has been blocked. "Stephanie" was who set my account up and had no problem setting up a payment plan of \$274.12 money has been taken out but no work on their end. This company has to be a complete scam that steals money by buying your info then selling it. Please please somebody help as now the other firm is send me to court for the "default" in payments to them. Due to LPG telling me directly to call my bank and stop payments for the other original firm whom they were supposed to be helping me with. I want my money back and "contract" CANCELLED.

Consumer's Desired Resolution:

Refund; Contact by the business

Litigation Practice Group

Case #: [REDACTED] 6149

**Consumer
Info:**

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

**Business
Info:**

Litigation Practice Group
PO Box 513018
Los Angeles, CA 90051
9497150648

Date Filed: 3/28/2023 10:00:04 PM

Nature of the Complaint: Customer Service Issues

Consumer's Original Complaint:

I enrolled in a debt relief program with LPG on 4 MAR 2022 while fully understanding its terms and conditions. During this time, I was getting letters from collection agencies and notified several times to LPG about an issue dealing with change of ownership from a couple of credit cards that did not show up on the original credit report requested by them. Right after Thanksgiving of 2022, I got sued by 2 creditors and LPG was only able to reach a settlement payment with them (A CLEAR SIGNAL THAT THEIR PROGRAM IS NOT EFFECTIVE). Moreover, I was still getting letters from collection agencies despite the cease and desist communications sent by LPG (and no action whatsoever was taken by the law firm). On 10 FEB 2023 I got an email from LPG telling me that THEY WILL NOT BE ABLE TO CONTINUE REPRESENTING ME AND THAT MY ACCOUNT WAS ALREADY TRANSFERRED TO ANOTHER LAW FIRM: Phoenix Law (this transfer was done unexpectedly, and without any prior consultation with me - a clear UNETHICAL BEHAVIOR displayed by LPG). On 13 FEB 2023 I contacted Phoenix Law regarding the ongoing issues that were NOT taken care by LPG (letters and emails from collection agencies and change of ownership from a couple of credit cards). Phoenix Law told me that as soon as they evaluate the current status of my account they will proceed to take action on those issues. 45 DAYS LATER I AM STILL RECEIVING EMAILS AND LETTERS FROM COLLECTION AGENCIES. Phoenix Law DOESN'T HAVE AN ONLINE CUSTOMER PORTAL WHERE I WOULD BE ABLE TO MONITOR ANY DEVELOPMENTS REGARDING MY ACCOUNT nor did they assign me an account manager. WORST OF ALL, LITIGATION PRACTICE GROUP TOOK MONEY FROM MY BANK ACCOUNT FOR THE PERIOD CORRESPONDING TO THE MONTH OF MARCH 2023 WHILE PHOENIX LAW DID NOT COLLECT ANY FUNDS. Today 28 MAR 2023, I officially ended my relationship with Phoenix Law. This program doesn't work for me, therefore I'M OFFICIALLY REQUESTING A FULL REFUND from LPG the money I have already invested with them for 1 YEAR: \$9636.06

Consumer's Desired Resolution:

Refund

Litigation Practice Group

Case #: [REDACTED] 2661

**Consumer
Info:**

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

**Business
Info:**

Litigation Practice Group
17542 17th St Ste 100
Tustin, CA 92780
9497150648

Date Filed: 2/6/2023 4:22:57 PM

Nature of the Complaint: Billing or Collection Issues

Consumer's Original Complaint:

On or about December 16, 2022 I signed on to the LPG Law for help with my credit card and personal loan debts. I was told there would be no upfront fee but on 12-22-2022 \$427.04 was debited from my account without a warning. I expected to pay after the services started. On 12-27-2022 I received a message saying that "cease and desist letters" had been sent. The companies did not receive them. I cancelled service on 1-11-2023 because I can't afford the service. On 1-23-2023 LPG debited my account again for \$427.04, well after I cancelled. Since 1-23-2023 I have been unable to get anyone to respond to emails or calls to individuals while calls to LPG end after 10 minutes. I have tried nearly every day in hopes of getting to talk to someone. They passed my file to a Consumer group but they had to return it to LPG because they are the company that owes me the money. Calls to LPG ended after a 10 minute wait so I have yet to be successful. This has gone on for over 2 weeks.

Consumer's Desired Resolution:

Refund

Complaint Messages

02/08/2023 - Madlin Batoon

Respond to Complaint

Thank you for bringing this issue to our attention. We sincerely apologize that you were charged twice for your account.

This is a terrible mistake caused by a glitch in our billing system, and we're currently looking into how this could have happened.

In the meantime, we will process the full refund. Please allow 3-5 business days for the amount to appear back on your account.

Getting overcharged is a stressful and frustrating ordeal, and we're sorry once again to have put you through that. If there are any other issues or questions, please don't hesitate to contact us.

Litigation Practice Group

Case #: [REDACTED] 9070

**Consumer
Info:**

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

**Business
Info:**

Litigation Practice Group
17542 17th St Ste 100
Tustin, CA 92780
9497150648

Date Filed: 10/31/2022 4:30:32 PM

Nature of the Complaint: Customer Service Issues

Consumer's Original Complaint:

while looking through social media i came across an add claiming to help you get out of cc debt. I put in my information and not long after a man from this company name Laurence contacted me. He asked me if i could afford 256.+ change a month to work with his attorneys so that i could become debt free. He advised to me to stop paying my accounts and to tell the creditors that this law firm was representing me Lpg Law and Attorney March was one of the best. So i agreed because being newly single i was between a rock and a hard place. after a time went by and 1000.00+ dollars in payments later i was still getting harassing's phone calls and letters. i called reached out to Laurence and did not receive an response i sent a message over the email on my account and nothing. So i decided to cancel and file a bbc complaint. when did this i was told that i needed to contact laurence directly he scolded and advised to have the creditors call them directly. i did the calls and correspondence still did not stop. more time went by and i tried to call again i was told now that i had to wait until the companies sold my debt to the debt collections agencies so they could negotiate with them to lower my debt. i was at this point furious. i paid this company to send out a 1 letter to all my creditors and then tell me i have to wait until they sell my debt in order for them to do anything on my account. so i cancelled my account and demanded my 1000.00+ dollars back i paid. ive been ignored and heard nothing.

Consumer's Desired Resolution:

Refund

Complaint Messages

11/07/2022 - Madlin Batoon

Respond to Complaint

Attempts have been made to contact the customer; however, their voicemail is full and we have been unable to leave messages. The customer should contact LPG for further assistance.

Litigation Practice Group

Case #: [REDACTED] 4505

**Consumer
Info:**

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

**Business
Info:**

Litigation Practice Group
17542 17th St Ste 100
Tustin, CA 92780
9497150648

Date Filed: 4/21/2022 6:13:11 PM

Nature of the Complaint: Billing or Collection Issues

Consumer's Original Complaint:

Account Number: [REDACTED]. Agreement start January- 2021 I hired the company to do debt consolidation over a matter of time through an agreement. I have not been able to get in touch with this business. I don't even know the status of my debt consolidation. I am getting collection notices, subpoenas- finally spoke with the company they mentioned I would get something in the mail but it has been 3 week and I still haven't received anything. I have been making monthly payments that have been consistently coming out of my account. This is the only interaction I have with them. I have been there for 1 year and a 1/2 and all I have been doing is getting charged and no action taken. THEY SHOULD AT LEAST BE PROVIDING UPDATES! This is insane- I just feel like I am getting charged by a company where I cant even speak to someone. They only answer the phone if they think it is someone new. I wanted to know the status of our agreement but at this time due to the unresponsiveness on agreed upon services and my payments being take that i would like my money back for work not done in the agreement

Consumer's Desired Resolution:

Refund; Contact by the business

Complaint Messages

04/27/2022 - Daniel March

Respond to Complaint

It's always important for us to cater to our clients needs as much as possible, so we apologize for any inconvenience this has caused you. Your account was escalated to the attention of the appropriate leadership. The newly assigned legal counsel has been in touch with the client with an update and next steps for the next settlements, We will follow-up again at the end of the week. We look forward to assisting the client through the successful completion of her program.

Litigation Practice Group

Case #: [REDACTED] 0551

**Consumer
Info:**

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

**Business
Info:**

Litigation Practice Group
17542 17th St Ste 100
Tustin, CA 92780
9497150648

Date Filed: 11/22/2022 9:49:51 AM

Nature of the Complaint: Service Issues

Consumer's Original Complaint:

I have been attempting to reach a representative by phone and email for two months now. When I try and call, I am put into an endless cue of waiting and my call has never been connected to a person. When the company calls me, it is obvious the person is simply reading a script. When I asked a specific question about how to send documentation that my account has been paid off, I was told to upload letters from my credit counseling company indicating this. I have done this, and TWO MONTHS LATER I have heard nothing from the company. The collection of my monthly amount should cease now that my accounts have been paid off - this is even indicated on the dashboard in my account online!!! It is IMPOSSIBLE to speak with a knowledgeable representative and the customer service AFTER THE DOCUMENTS ARE SIGNED is HORRIBLE.

Consumer's Desired Resolution:

Refund; Modification/discontinuance of an advertised claim

Complaint Messages

11/28/2022 - Madlin Batoon

Respond to Complaint

A complete review of the client's account was conducted and revealed that a clerical error had taken place when the customer provided updated information. We apologize for the inconvenience and frustration that this error caused. We were able to reinstate the customer's settlements and look forward to assisting her with the completion of her program. Our VP of Customer Relations tried to reach the client to clarify the situation and offer further resolution.

Litigation Practice Group

Case #: [REDACTED] 9682

**Consumer
Info:**

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

**Business
Info:**

Litigation Practice Group
17542 17th St Ste 100
Tustin, CA 92780
9497150648

Date Filed: 2/1/2022 6:05:34 PM

Nature of the Complaint: Refund / Exchange Issues

Consumer's Original Complaint:

I signed up with LPG in June of last year and have been told nothing but they sent cease & desist letters. I have received settlement offers from debtors that I forward to them and they state they are awaiting another 60 days for creditors to remove from my credit profile. Most of my debtors are not listed on my credit profile. I have requested a refund and cancelation of services and no one has responded. I am very unhappy with the service, the almost \$600 per month I have been paying could have paid off most of my debts by now.

Consumer's Desired Resolution:

Refund

Complaint Messages

02/08/2022 - Tony Diab

Respond to Complaint

[REDACTED],

We appreciate you bringing this issue to our attention and we are very grateful for the opportunity to respond. Messages have been left from the appropriate representative. Kindly review your emails and texts and respond accordingly for future assistance.

Litigation Practice Group

Case #: [REDACTED] 5839

**Consumer
Info:**

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

**Business
Info:**

Litigation Practice Group
17542 17th St Ste 100
Tustin, CA 92780
9497150648

Date Filed: 3/24/2022 2:50:08 PM

Nature of the Complaint: Service Issues

Consumer's Original Complaint:

First signed up through "coast processing" in March of last year. Have been sending money monthly ever since. Only thing I've noticed is my chances of improving my credit going down and down. Still receiving collection calls and when I finally reach someone at LPG who claim to take my info down and claim they send out a cease and desist letter it still happens. To the point I could be on the phone for 30 min at a time simply to get a progress report on what it is exactly I'm paying for. I want out of this contract immediately. I have lost enough money to a company that as far as I can see has done nothing to help me. The accounts I've had have been off my credit report now for months and they are still taking my money.

Consumer's Desired Resolution:

Cancellation of the program immediately with any refund necessary since my money has been used for nothing as far as I can see

Complaint Messages

03/30/2022 - Daniel March

Respond to Complaint

A complete review of the client's account was conducted and revealed that a technical error had taken place when the client called us. We apologize for the inconvenience and frustration that this error caused. We were able to reinstate the client's settlements and look forward to assisting him with the completion of his program. Our legal counsel has been in contact with the customer to inform him of our progress

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

411 West Fourth Street, Suite 7160, Santa Ana, CA 92701

A true and correct copy of the foregoing document entitled (*specify*):

UNITED STATES TRUSTEE'S OPPOSITION TO: (1) MOTION FOR ORDER APPROVING STIPULATION BETWEEN THE DEBTOR; CONSULER LEGAL GROUP, PC; LGS HOLDCO, LLC; AND SET FORTH, INC. F/K/A DEBTPAYPRO; AND (2) MOTION FOR APPROVING STIPULATION RE AVOIDANCE AND RECOVERY OF AVOIDABLE TRANSFERS TO DEFENDANT PHOENIX LAW, PC AND TURNOVER OF ALL RELATED PROPERTY TO THE TRUSTEE AND ORDER OF DISMISSAL WITHOUT PREJUDICE OF DEFENDANTS WILLIAM TAYLOR CARSS AND MARIA EYEA TAN; DECLARATIONS OF MARILYN SORENSEN AND QUEENIE NG IN SUPPORT THEREOF

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) **July 11, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

SEE ATTACHED SERVICE LIST (IF APPLICABLE)

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**: On (date) **July 11, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

SEE ATTACHED SERVICE LIST (IF APPLICABLE)

☒ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) **July 11, 2023**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

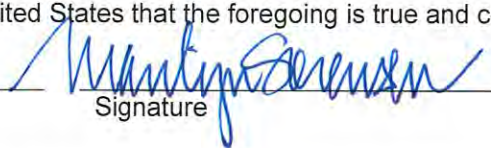
SEE ATTACHED SERVICE LIST (IF APPLICABLE)

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 11, 2023
Date

Marilyn Sorensen
Print Name


Signature

ADDITIONAL SERVICE INFORMATION

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

<u>Name</u>	<u>Capacity</u>	<u>Email Address</u>
Byron Moldo		bmoldo@ecjlaw.com
Ronald Brown	SDCO Tustin Executive Center, Inc.	ron@rkbrownlaw.com
Joon Khang	Debtor's Attorney	joon@khanglaw.com
Ira Kharasch		ikharasch@pszjlaw.com
Olivia Scott	Azzure Capital LLC	olivia.scott3@bclplaw.com
Olivia Scott	Hi Bar Capital LLC	olivia.scott3@bclplaw.com
Sharon Weiss	Azzure Capital LLC	sharon.weiss@bclplaw.com
Daniel Edelman	Carolyn Beech	dedelman@edcombs.com
Eric Bensamochan		eric@eblawfirm.us
Alan Craig Hochheiser	City Capital NY	ahochheiser@mauricewutscher.com
Randall Baldwin Clark		rbc@randallbclark.com
Nicholas Koffroth	Committee of Unsecured Creditors	nkoffroth@foxrothschild.com
Shawn Crhistianson		cmcintire@buchalter.com
Leslie Cohen		leslie@lesliecohenlaw.com
Jeffrey Golden		jgolden@go2.law
D Edward Hays		ehays@marshackhays.com
David Kupetz		David.Kupetz@lockelord.com
Christopher Langley		chris@slclawoffice.com
Daniel Lev		daniel.lev@gmlaw.com
Laila Masud		lmassud@marshackhays.com
Alan Nahmias		anahmias@mbn.law
Victoria Newmark		vnewmark@pszjlaw.com
Ronald Richards		ron@ronaldrichards.com
Gregory Salvato		gsalvato@salvatoboufadel.com
Andrew Still		astill@swlaw.com
Johnny White		JWhite@wrsllawyers.com
Richard Golubow	Debt Validation Fund II LLC	rgolubow@wghlawyers.com
Richard Golubow	MC DVI Fund 1, LLC	rgolubow@wghlawyers.com
Richard Golubow	MC DIV Fund 2, LLC	rgolubow@wghlawyers.com
Garrick Hollander		ghollander@wghlawyers.com
Christopher Celentino	Trustee's Special Counsel	christopher.celentino@dinsmore.com
Christopher Ghio		christopher.ghio@dinsmore.com
Yosina Lissebeck		Yosina.Lissebeck@Dinsmore.com
Jonathan Serrano		jonathan.serrano@dinsmore.com
Teri Pham		tpham@epglawyers.com
Michael Lieberman	Phillip A. Greenblatt, PLLC	mlieberman@lipsonneilson.com
Paul Shankman	United Partnerships, LLC	PShankman@fortislaw.com
Kenneth Miskin	UST	Kenneth.M.Miskin@usdoj.gov
Leslie Skorheim	UST	leslie.skorheim@usdoj.gov
Queenie Ng	UST	Queenie.K.Ng@usdoj.gov

SEE NEF FOR CONFIRMATION OF ELECTRONIC TRANSMISSION TO THE U.S. TRUSTEE AND ANY TRUSTEE IN THIS CASE, AND TO ANY ATTORNEYS WHO RECEIVE SERVICE BY NEF.

2. **SERVED BY U.S. MAIL**

Debtor:

The Litigation Practice Group P.C.

17542 17th St., Suite 100

Tustin, CA 92780

Jason Patterson Stopnitzky

52 Cupertino Circle

Aliso Viejo, CA 92656

Grobstein Teeple LLP

Grobstein Teeple LLP

23832 Rockfield Blvd suite 245

Lake Forest, CA 92630

3. **SERVED BY (state method for each person served):**

PERSONAL DELIVERY, FACSIMILE OR EMAIL

Judge's Copy

Honorable Scott C. Clarkson – bin on the 5th Floor